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### Contents.

CURRENT TOPICS .....	239	LAW STUDENTS' JOURNAL .....	251
SALES BY AUCTION .....	241	OBITUARY .....	252
NATIONAL LAW OF THE UNITED STATES .....	242	LEGAL NEWS .....	252
THE LATE MR. JOHN DICKINSON, OF LIVERPOOL .....	244	COURT PAPERS .....	253
REVIEWS .....	244	WINDING-UP NOTICES .....	253
SOCIETIES .....	250	CREDITORS' NOTICES .....	253
		BANKRUPTCY NOTICES .....	253
		PUBLIC GENERAL STATUTES .....	253

### Cases Reported this Week.

Horton v. Penn .....	249
Hoyes and Another v. Tate and Others .....	245
Hutton v. Ras Steamship Co. ....	247
Jacob (Deceased), Re. Mortimer v. Mortimer .....	249
McManus v. Fortescue and Another .....	245
Moel Tryvan Ship Co. v. Kruger & Co. ....	248
Robson v. Biggar .....	249
Society of Accountants v. Goodway and London Association of Accountants (Lim.) .....	248
Taverner v. Cuff .....	248

### Current Topics.

#### The Losses of the Week.

THE WEEK has, unfortunately, witnessed the death of several  
lawyers of eminence. Lord THREND had for many years, as  
Parliamentary Counsel to the Treasury, an important influence  
on the legislative form of Government measures, and if this  
form did not always attain ideal excellence, the fault may fairly  
be ascribed more to the difficulties of Parliamentary business  
than to the draftsman. Sir GODFREY LUSHINGTON had a long  
career of usefulness as a public servant, and one of his latest  
services was the contribution of a valuable report as one of the  
Royal Commissioners on Trade Disputes. And the death of  
Judge MANUEL JONES removes from the county court bench an  
able and painstaking judge, and adds to the numerous vacancies  
which the present Lord Chancellor has had to fill.

#### Sheppard's Touchstone as a Law Dictionary.

It is somewhat singular that the great common law writers of  
the seventeenth century are much more frequently quoted in the  
Chancery Division than in the King's Bench Division. This is,  
of course, due to the fact that Coke on Littleton, Sheppard's  
Touchstone, &c., are more frequently cited in real property  
cases, and these are now more frequently decided by the equity  
than the common law judges. Mr. Justice RIDLEY has recently,  
however, paid a tribute to the excellence of the Touchstone in a  
passage which is worth quoting in full (*Metropolitan Water Board  
v. Paine*, 1907, 1 K. B., at p. 297): "The strict legal meaning  
of the word 'premises' is simply that which comes before: the  
premises of the document or deed which includes that word. I  
find in Sheppard's Touchstone (7th ed.), p. 74 *et seq.*, a book of  
greater authority than either of the law dictionaries that have been  
quoted [*i.e.*, Sweet's Law Dictionary and Wharton's Law Lexicon]  
(it has the names of two of the most eminent lawyers of that  
and previous times on the title-page, and has constantly been  
accepted by the courts as an authority), the word 'premises' is  
treated as having this meaning only. There is a very long  
chapter defining 'land,' 'hereditaments,' and every word  
which occurs in a grant, but there is not one syllable about the  
word 'premises' as an operative word of grant. I therefore  
think that the word 'premises' in its strict and primary meaning

does not mean 'land,' nor does it mean anything except that which goes before."

**Certificate as to Particulars of Objections in Actions for Infringement of Patent.**

By SECTION 29 of the Patent Act, 1883, "in an action for infringement of a patent," a defendant who disputes the validity of the patent must deliver particulars of his objections to validity, and no evidence is admissible in proof of any objection not included in such particulars, and the section further provides that no costs are to be allowed in respect of any particulars unless the same are certified by the judge. Curiously enough, it seems often to be forgotten that these provisions apply only to actions for infringement, and are not operative in the case of any other action or legal proceeding. It is true that section 26 of the Act provides that, in the case of a petition for revocation, the plaintiff must deliver particulars of the objections to the patent on which he means to rely, and that no evidence is, except by leave, to be admitted in proof of any objection not included in the particulars, but that section contains no provision as to a certificate or costs like that contained in section 29. Consequently, in a petition for revocation, the court cannot give a certificate, and the costs of such a petition are taxed as in any ordinary case: see *Waterhouse's Patent* (23 R. P. C. at p. 64). We draw attention to this because of a case, which we believe is unreported, tried in the Chancery Division shortly before Christmas. It was an action to recover royalties for working a patent invention under a certain agreement. One of the grounds of defence set up was the invalidity of the patent, and particulars of objections were set out in the defence. The invalidity of the patent was admitted at the commencement of the trial. Judgment was given for the defendant. The defendant's counsel thereupon applied for a certificate as to the particulars of objections, and after considerable discussion the learned judge granted a certificate as to some of the particulars. As this was not an action for infringement, it is obvious that no certificate could properly have been granted, and that the costs of the action were taxable in the ordinary way. What view the taxing-master took when the costs came before him for taxation it would be interesting to know. He ought, it would seem, to have treated the certificate as surplusage and taxed on the ordinary basis.

**Obtaining Credit Under False Pretences.**

A CASE which a few days ago came before the Court for Crown Cases Reserved has some bearing on the law of imprisonment for debt. The prisoner was charged with obtaining credit by means of fraud, the facts being that he had engaged lodgings for himself, his wife, and three children, and had gone away without paying his bill. He had stated when he took the lodgings that he wanted them until he could find a suitable house, and evidence was tendered to show that he was then without means, and that he had previously left other lodgings without paying his bill. Objection was made to the admissibility of this evidence, but the objection was overruled, and the prisoner sentenced to a term of imprisonment. The court considered that the evidence was admissible and affirmed the conviction. The matter admitted of no doubt, as the evidence tended to show that the conduct of the prisoner was not inadvertent or accidental, but was part of a systematic fraud, and *Rez v. Wyatt* (1904, 1 K. B. 188) was a conclusive authority in point. But the case is useful as shewing that since the Debtors Act, 1869, s. 13, the way of fraudulent debtors is hard. That section punishes with imprisonment any person who, in incurring a debt or liability, has obtained credit under false pretences, or by means of any other fraud. The net is a very wide one. We are assured that at one time in the lives of persons still living it was possible to live by credit, the debtor moving from one district to another when his insolvency became notorious. We are happy to think that such proceedings are no longer regarded with good humour or tolerance, and that English law and public opinion are in favour of the man who pays his way.

**"Habitual Drunkard."**

AT THE recent Quarter Sessions for the West Riding of Yorkshire an interesting point was taken by counsel defending a

prisoner charged with an offence under section 2 of the Inebriates Act, 1898. It is of the essence of an offence under this section that the prisoner should not only have been convicted summarily at least three times within the last twelve months of offences mentioned in the schedule, but should also be an habitual drunkard. It was on this question that the point arose. For a definition of "habitual drunkard" it is necessary to refer to sub-section 3 of the Inebriates Act, 1879. "Habitual drunkard" means a person who, not being amenable to any jurisdiction in lunacy, is notwithstanding, by reason of habitual intemperate drinking of intoxicating liquor, at times dangerous to himself or herself or to others, or incapable of managing himself or herself and his or her affairs." It was proved in evidence in the case under notice that the prisoner had undoubtedly been at times dangerous, and had also been incapable of managing himself and his affairs. But it was elicited by counsel for the defence that he had never been either dangerous or incapable except at those times when he was under the direct influence of intoxicating liquor, or, in other words, when he was actually drunk. Counsel, therefore, contended that the prisoner could not be convicted under the section. He argued that to come within the section a man must by his intemperate habits bring himself into such a condition that he is dangerous, or incapable of managing himself and his affairs, at other times than those when he is actually drunk. Every man who gets drunk, as long as he remains drunk, may be said to be both dangerous and incapable of managing himself and his affairs; and if nothing more than this is required by the statute a conviction could be obtained by the mere proving of the necessary number of convictions, and the words relating to an habitual drunkard would be surplusage, for the proof of drunkenness would by itself imply both the danger and the incapacity. It is somewhat surprising that, so far as we are aware, the point has never yet been decided in a reported case, as it is one that goes to the root of the question of habitual drunkenness, though we believe it has been held that the words "at times" apply both to danger and incapacity. The question is, What are the limits of the "times"? The justices, with some hesitation, convicted the prisoner, and we understand that a case is to be stated.

**The Reputed Ownership Clause.**

IT IS A familiar feature of the bankruptcy law that the property of a bankrupt divisible among his creditors includes goods in his reputed ownership—that is, goods which were at the commencement of the bankruptcy in the possession, order, or disposition of the bankrupt in his trade and business, with the consent of the true owner, under such circumstances that he is the reputed owner thereof. In numerous cases the owners of goods have lost their goods owing to the operation of this provision, but it does not seem to have been hitherto determined whether this circumstance gave them any claim against the bankrupt's estate. An attempt to set up such a claim has been made in *Re Button* (ante, p. 212), but without success. There the bankrupt filed his own petition, having at the time some £700 worth of goods in his reputed ownership, which were adjudged to pass to the trustee. It was argued that the bankrupt had, by filing his own petition, wrongfully determined a contract of bailment, and that the damages thence arising constituted a liability which could be proved in the bankruptcy under section 37 of the Bankruptcy Act, 1883. Some colour is lent to the argument by the analogous case in the law of distress, where the goods of a stranger have been seized by the landlord. Since the goods have gone in payment of the tenant's debt, the owner is entitled to be indemnified by the tenant: *Edmunds v. Wallingford* (14 Q. B. D. 811). The cases, however, are not parallel, for if there were the right of proof in bankruptcy under the above circumstances, it would be at the expense, not of the bankrupt, but of his other creditors, and since the statute has added these goods to the fund for payment of their debts it can scarcely be supposed that the fund was at the same time to be made liable to a claim for loss of the goods. BIGHAM, J., who decided against the claim, took substantially the same ground when he pointed out that the owner of the goods had lost them, not through any breach of contract or obligation on the part of the bankrupt, but solely by virtue of the operation of the statute.



### Restitution of Proceeds of Sale of Goods Obtained by False Pretences.

A CURIOUS point arose a few days ago in the Central Criminal Court on an application by the prosecutor for the restitution of the proceeds of goods obtained from him by false pretences. The prisoner had obtained furs to the amount of £639 from the prosecutor, a wholesale fur merchant. An application was made after he had been convicted for an order for restitution. This application was opposed by the trustee under the prisoner's bankruptcy, on the ground that there were other creditors from whom the prisoner had obtained goods, and that the effect of an order of restitution would be to give one creditor an unfair preference over others. The law as to the restitution of the proceeds of stolen property goes back to 21 Hen. 8, c. 11, which enacts that if any felon be found guilty of robbing money, goods, or chattels from any of the King's subjects the justices before whom he is found guilty shall have power to order a writ of restitution. It was held under this section that where the thief had sold the goods the prosecutor should have restitution of the money; and again, where the thief had taken gold and changed it into silver, restitution was granted of the silver. The law applicable to the present case is contained in the Larceny Act, 1861, s. 100, and the Sale of Goods Act, 1893, s. 24, and although the sections are somewhat ambiguous, the better opinion appears to be that, where goods have been obtained by false pretences, and the person defrauded has disaffirmed the transaction, an order for restitution of the goods or the proceeds may be made. His Honour Judge RENTOUL, after consulting the Recorder and the Common Serjeant, overruled the objection taken by the trustee in bankruptcy, and held that, inasmuch as the prisoner had admitted that money in his possession was the proceeds of the sale of the prosecutor's furs, the order might be made. The effect of this decision was certainly to give to the prosecutor the privileges of a secured creditor in bankruptcy.

### Damages by Riot.

AN ACTION of a very uncommon kind was heard this week in a London county court. It was a claim against the Receiver of Metropolitan Police for damages to property by riot. Such an action may be brought under the Riot (Damages) Act, 1886, but this was apparently the first time that anyone in London had taken advantage of the Act. By common law the inhabitants of the hundred are liable to pay compensation to the owner of property within the hundred which is damaged by persons riotously and tumultuously assembled together. The hundred, however, has, for practical purposes, ceased in England to be a recognized area, and accordingly this Act transfers the liability to make compensation for damages by riot to the police authority of the district within which the damage was committed. In the case in question the riot seems to have been of a somewhat mild kind. In fact, "riot" is a rather formidable word to apply to a gang of seven or eight boys who mob down a wall outside an empty house. Still, they committed this damage; they met together to carry out a criminal common purpose by open force; and if they carried out their object "in such a manner as to give firm and courageous persons in the neighbourhood reasonable grounds to apprehend a breach of the peace" (to use Sir JAMES STEPHEN'S words), they were clearly guilty of riot. The defence was set up that there was no felonious intent on the part of the boys, and that their act was not done to the terror of his Majesty's subjects. But such a defence shows a misconception of what riot means. It is by no means necessary to prove that the assembly of persons accused of riot intended to commit a felony. Indeed, the object of the assemblage need not even be criminal. For, to carry out even a lawful object in such a manner as to give grounds for apprehending a breach of the peace renders the persons assembled guilty of riot. In this case the judge found as a fact that the boys had acted in a way likely to create terror in his Majesty's subjects, and as there was no doubt that they had assembled with a common unlawful object, and had actually carried out that object, a case of riot seems to have been fully proved. At any rate the plaintiff got judgment for the whole amount claimed—namely, £3 10s.—and was awarded costs on the higher scale, on the ground that it was a matter of public interest. It remains to be seen whether an appeal will succeed, and whether the High Court will think there

was any evidence that the boys acted to the terror of his Majesty's subjects, or even so as to raise apprehension of any serious breach of the peace in the minds of "firm and courageous persons." If the decision is allowed to stand, we imagine the plaintiff's example will be frequently followed by persons living in those parts of London most patronised by the "hooligan" tribe, and much damaged property will be paid for by the public.

### Proof of Damage in Action for Libel.

SOME OBSERVATIONS made by DARLING, J., on the trial of the unsuccessful action in which the plaintiff, an actress, contended that the publication and sale by the defendant of photographs representing her as wearing only a nightdress was a libel, have been the subject of some criticism. The learned judge pressed upon the jury the fact that, the action being for libel, the plaintiff had given no proof whatever that she had sustained any damage by the publication without her consent of the photographs in question. The American case of *Roberson v. Rochester Folding Box Co.* (1901, 64 Rep. App. Div. (New York)), though it turned rather upon the remedy by injunction than upon that by action of libel, is not without bearing on the recent English case. A young woman, photographed likenesses of whom, bearing the words "Flour of the Family," were without her consent printed and used by a flour-milling company to advertise its goods, alleged by her pleading that, in consequence of the circulation of such lithographs, her good name had been attacked, and she had been humiliated and made ill and had been obliged to employ a physician, and she was held entitled to an injunction to restrain the use of the lithographs and to recover the damages sustained by her. The court in their judgment say: "It is an established principle of the common law that the person and property of every man is inviolate—that neither should be interfered with in any way without his consent. For any such unlawful interference, however slight, an action will lie, and the plaintiff is entitled to recover damages though they may be but nominal in their amount." So far as personal rights are concerned the rule is based upon the principle that every person has a complete and perfect right of indemnity from all interference with himself, or, as succinctly stated by Judge COOLEY, he has the right to be let alone. The theory evidently is that the right of protection to the person should be complete and perfect, and that no one should be allowed to do any act which interferes, or threatens to interfere, with the physical comfort or safety, or which attacks the reputation or character, of any person and thereby affects injuriously his feelings or subjects him to humiliation or disgrace." It will be observed that the right to maintain an action, even though no substantial damage is proved, is asserted throughout this judgment.

### Administrative Duties under the Workmen's Compensation Act.

CLAUSE 5 in the first schedule to the Workmen's Compensation Act, 1896, which enacts that the compensation in case of death shall, unless otherwise ordered, be paid into the county court, and any sum so paid into court shall, subject to rules of court and the provisions of the schedule, be invested, applied, or otherwise dealt with by the court in such manner as the court in its discretion thinks fit for the benefit of the persons entitled thereto under the Act, has imposed administrative duties on the county court, the nature of which has recently been described by his Honour Judge PARRY, of the Manchester County Court, in a pamphlet written by him. "We have," says the judge, "on our books no less than 325 widows and children, and a sum of over £9,000 in court, which it is my duty to see, to the best of my ability, is applied to their benefit. Upon the death by accident of a workman the money is paid into court, and schemes are made out, which have to be sanctioned by the judge, to deal with the money and apportion it between the widow and children. The applicants are, of course, seen in chambers, and every effort is made to put them in the way of making the best use of the money. The miscellaneous matters we discuss are the advisability of purchasing a newspaper or a sweet shop, a fried fish shop, or a small dressmaking establishment, and the apprenticing of children, or, in the case of illness, getting them into the hospital. I do not feel that I have any special qualifica-

tions to advise on these points, and, now the numbers are becoming so large, I think that if the best is to be done for these poor people there should be some kind of inquiry office attached to the court, or, better still, the court should work with the assistance of some well-equipped charitable body whose agents could make inquiries and report. . . . If the state would allow a small sum to be paid to some charitable inquiry agency to be chosen by the judge, I think more might be done for the benefit of these widows and children, and their money laid out to better advantage." These observations shew the urgent need of legislative assistance. The existing staff of the county courts, the registrar, or deputy registrar, and the high bailiff and deputy high bailiff, are not selected or appointed with regard to their capacity for important and responsible duties such as those above described. We are far from saying that it is an easy matter to discover persons who by intelligence, training, and experience are competent to advise young people in any rank of life as to their choice of a calling and the education necessary to qualify them for it. But it is clear that something can be done, and we sincerely hope that the judge's wish for the necessary machinery to enable him to do the maximum of good to the poor people whose affairs he has to manage may not be disregarded.

#### Power of Crown to Release on Bail a Prisoner who has Not Served His Sentence.

OF A CASE which has for some days occupied much space in the newspaper press we need only say that a young man was tried and convicted at the Middlesex Sessions in November last and sentenced to a term of imprisonment. A young woman, one of the principal witnesses for the prosecution, afterwards made a statement to the effect that her evidence was untrue and was given for the purpose of shielding another man. She was then arrested on a charge of perjury, and strong sympathy was expressed for the young man who had been convicted, several of those whose letters were published in the newspapers insisting that he ought at any rate to be discharged on bail until the doubts as to his guilt could be cleared up. An application for his discharge was indeed made to one of the London police magistrates, who of course had no power in the matter. The Crown has undoubtedly power to pardon the crime of which an offender has been convicted, and to absolve him from the punishment which has been imposed upon him; but doubts appear to have been raised whether, apart from grant of a pardon, either free or subject to lawful conditions, the Royal prerogative extends to the release on bail of a person who has not served the sentence which has been imposed upon him by a competent court. We have been unable to find any authority exactly in point, and we cannot see any material objection to the existence of such a power. It may be remembered that in the early history of New South Wales, when a Crown colony, it was the custom to grant the convicts tickets of leave and even to assign them to particular colonists as labourers or servants. At a still earlier period convicts were allowed to work out part of their sentence by joining the army. In these cases the offence was not pardoned, but the door of the prison was opened and the prisoner allowed to enjoy a certain degree of liberty, though he might still be considered to be in the custody of the law.

#### Sales by Auction.

I.

THERE are numerous decisions which shew the risk of litigation which an auctioneer runs in the exercise of his business, but the recent case of *McManus v. Fortescue* (reported elsewhere), before the Court of Appeal (COLLINS, M.R., and COZENS-HARDY and MOULTON, L.JJ.) shews that he can successfully avoid the consequences of a mistake as to the reserve price, provided the sale has been expressly declared to be subject to the reserve price being reached. The position of the auctioneer as agent both for the vendor and for the highest bidder was stated by ROMER, J., in *Sims v. Landray* (42 W. R. 621; 1894, 2 Ch. 318). It is now settled, he said, beyond dispute that where on a sale by public auction the property is knocked down by the auctioneer to the highest bidder, the auctioneer is the agent not only of

the vendor, but also of the purchaser, the highest bidder, and that he is the purchaser's agent clearly to the extent of being entitled to sign, on the purchaser's behalf, a memorandum of the contract sufficient to satisfy the provisions of the Statute of Frauds." In the case in which the rule was thus stated the necessary memorandum had been signed by the auctioneer's clerk on behalf of the defendant, who was the highest bidder, and the defendant sought, though unsuccessfully, to repudiate the contract. But it may be that, although a person by making the highest bid has constituted the auctioneer his agent to sign the memorandum, yet the auctioneer declines to do so, and so prevents the contract from becoming enforceable. In this case the question arises whether the highest bidder has any remedy against the auctioneer.

The case of the auctioneer putting up the property for sale without reserve, and then declining to recognize the highest *bonâ fide* bidder as the purchaser, was discussed in *Warlow v. Harrison* (8 W. R. 95, 1 E. & E. 309). There a horse was put up to auction by the defendant in accordance with an advertisement that the sale would be without reserve. The plaintiff attended the sale and bid sixty guineas, whereupon another person immediately bid sixty-one guineas. The plaintiff, being informed that this last bidder was the owner, declined to bid further, and the horse was knocked down to the owner for sixty-one guineas. The plaintiff, claimed delivery of the horse to himself as the highest bidder, the owner being excluded by the fact that the sale was without reserve, and, on delivery being refused, he brought the action against the auctioneer for breach of duty in not completing the contract on his behalf.

Upon the claim as thus presented he failed; but the Exchequer Chamber were unanimous that he would be entitled to redress if his claim were framed differently, and leave to amend was given. The plaintiff was not in fact the highest bidder, and hence the auctioneer was not liable for not having treated him as such; but the acceptance of a higher bid from the owner was a breach of the contract between the auctioneer and the bidder that the sale was to be without reserve. A sale without reserve means, said MARTIN, B., that neither the vendor, nor any person on his behalf, shall bid at the auction, and that the property shall be sold to the highest bidder, whether the sum bid is equivalent to the real value or not. And upon the principle of the cases in which rewards have been offered by advertisement, he considered that the highest *bonâ fide* bidder at an auction might sue the auctioneer, who accepted a bid on behalf of the owner, as upon a contract that the sale should be without reserve. "We think," he said in a judgment in which WATSON and BYLES, BB., concurred, "the auctioneer who puts the property up for sale on such a condition pledges himself that the sale shall be without reserve; or, in other words, contracts that it shall be sold, and that this contract is made with the highest *bonâ fide* bidder, and, in the case of a breach of it, that he has a right of action against the auctioneer." WILLES, J., and BRAMWELL, B., preferred to put their judgment, not upon the ground that the auctioneer had committed a breach of contract in accepting the owner's bid, when the sale was advertised to be without reserve, but upon the ground that the auctioneer had undertaken that he had authority to sell without reserve, when in fact he had not; that the action, in other words, should be for breach of warranty of authority. But on either view the plaintiff had his remedy. Where, however, the sale is stated to be subject to a reserve price, other considerations, as *McManus v. Fortescue* (supra) shews, arise, but with these we must deal next week.

(To be continued.)

The twenty-fifth meeting of the Bankruptcy Law Amendment Committee was held on the 30th ult., at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. Spencer Phillips, Chairman of Lloyd's Bank (Limited) and President of the Institute of Bankers, principally in relation to the question of an extension of the system of compulsory registration of mercantile instruments, such as general assignments of book debts and agreements for the purchase of things on the hire-purchase system. The committee also discussed their future procedure and evidence, and decided to take evidence as to the insolvency practice prevailing in other countries upon the matters on which the committee has to report.



## National Law in the United States.

THE Constitution of the United States of America attracts more attention in England than, say, even twenty-five years ago, and will continue to attract more and more attention as time goes on. The race-colour question grows constantly acuter year by year, and at this moment the Federal Government is taking steps to ascertain what are its constitutional rights to enforce in the State of California treaty rights given by the nation to Japan. The American scheme of union has been deliberately taken as a pattern in Australia, rather than the Canadian scheme. As the time draws near for South Africa to frame for herself a scheme of union, the main features of the American Constitution, and resemblances and differences in the other federal constitutions of the world, will become known better and better, and generally attract more public attention. The British Empire, indeed, as a whole presents problems which are becoming increasingly urgent, and the solution of which will be made easier by some understanding of the United States Constitution.

A book recently published by Mr. HENDRICK, of the New York bar,\* although valuable and interesting rather for the suggestions contained in it, and the references to and quotations from judgments and works of text-writers, than for the conclusions of the author or his manner of arriving at those conclusions, clearly shows the salient features of the American Constitution, and the most pressing difficulties resulting from the federal form of constitution, whilst the singular clash between State and Federation in the business world, the field of practical litigation, and the opinions of authorities on constitutional law, is often presented in a strikingly apt manner.

The English reader, before looking seriously into this or any other book dealing with American constitutional law—and perhaps one may say the same of almost any book on American law—will do well to remember Professor DICEY's remarks on the difference between the constitutions of the United Kingdom and the United States: "The one fundamental dogma of English constitutional law is the absolute legislative sovereignty or despotism of the King in Parliament. But this dogma is incompatible with the existence of a fundamental compact, the provisions of which control every authority existing under the constitution. . . . Neither the President of the United States, nor the Houses of Congress, nor the Governor of Massachusetts, can legally exercise a single power which is inconsistent with the Articles of the Constitution. This doctrine of the Constitution is familiar to every American, but in England even trained lawyers find a difficulty in following it out to its legitimate consequences." DICEY's *Law of the Constitution* (6th ed., 1902), pp. 140, 141. The passage is partially quoted by Mr. HENDRICK on p. 68, and he dissents from Professor DICEY's views. "The nation," he says (p. 67), "has a deeper source of power than the States. This is only half seen by DICEY"; and, on p. 68, he contends that Professor DICEY has "failed to see that distinction pointed out by WEBSTER when he said that the Constitution was an executed contract to be a nation. The United States was from its inception not a Government of Federal [? Federated] States, as DICEY leaves it to be supposed, but an executed federation into which all were received as into a greater paramount State—the Nation." There are, in fact, two current views as to the proper theory of the United States Constitution, and the above criticism on Professor DICEY's observations clearly indicates the leaning of Mr. HENDRICK towards the "National," as contrasted with the "State," theory.

According to the conservative view, "the unit of sovereignty is the State, which is a body politic," whilst the Constitution of the United States is a compact between these sovereign units and bodies politic, making a Federal Union between the States, the Federal Government possessing only delegated powers, and the residuum of powers not so delegated being reserved to the State Governments. According to the more advanced view, "the Union is itself the unit of sovereignty, of which the States are subordinate parts, to which certain powers belong

under the Constitution of the United States, while the main powers belong to the National Government" (p. 202). It is to the support of this latter, or advanced, view that all the arguments of Mr. HENDRICK are directed throughout his book. Many of the social and political problems in the United States are now of immense and pressing practical importance, and Mr. HENDRICK may perhaps be taken as a typical representative of the school which considers that it is only by means of the development and application of the federal power, rather than of the power of the individual States, that these problems can be grappled with successfully. This proposition, certainly, if put in this general way, should command the assent of most thinking lawyers. As to whether the federal power is, under the Constitution as it now exists, sufficient to grapple even with the most pressing of to-day's problems, opinions may reasonably differ. The "general intention" of Mr. HENDRICK's book is to show the desirability of federal power being incontestably supreme, whilst the "particular intention" is to show that one definite and concrete problem—the control of inter-State commerce, as conducted by State corporations—can be grappled with under the existing law by the federal power, and that, without any formal amendment of the Constitution, the federal power can be considerably extended in area and increased in strength. The leading idea throughout the book is that enough has not been made of the "unwritten" part of the Constitution, and that the "common law" of the United States as a whole—the law administered by the Federal, as distinct from the State, courts—is even now capable of infinite expansion and development. The author sums up his aims thus (at p. vii. of the ante-preface): "We can emerge from the chaos of legislative socialism only through the efforts of an industrious, independent, and courageous judiciary, and by the return of the American bar from the hopeless study of the conflict of State law to the development of a truly national American jurisprudence."

The reason why the question of controlling inter-State commerce, when carried on by corporations, raises such acute Constitutional and other legal difficulties is that, although by the Constitution control of inter-State commerce is one of the powers expressly conferred on the Federal Government, no express power is conferred on the Legislature to create corporations—or incorporate existing bodies of persons, whichever expression be preferred. All ordinary corporations are incorporated in, and are consequently under the jurisdiction of, some one or more of the individual States. The written Constitution does not purport to confer upon the States, any more than upon the United States as a whole, any power to create or grant charters to corporations, and any State Acts authorizing incorporation rest for their legislative authority on the common law as it existed before the Declaration of Independence. The question whether the Federal Legislature can legally pass an Act permitting incorporation of bodies which would then become directly subject to the law as administered in the Federal courts, instead of being normally subject to the jurisdiction of a State court, and only occasionally amenable to the Federal courts—this question obviously goes to the very root of the theory as to the relation between State and Federation, the theory of the true nature of a corporation, and the theory of the original rights of the individual States as these existed before the Federal Constitution was erected. All these matters are the subject of discussion in Mr. HENDRICK's book, and throughout the whole—except the details directly concerned with regulating the rates to be charged for services—the English lawyer will find suggestions and analogies more or less interesting.

Chapter I., entitled "Historical Introduction—The Unwritten Constitution," and Chapter III., relating to municipal corporations, remind us of the fact that the history of English law is quite as frequently consulted in cases of difficulty in America as in England, and that municipal corporations existed before the States, many towns not being formally incorporated until 1785. Many extracts are given from Pollock and Maitland's *History of English Law*, and the link between the past and present is finely shown in the quotation—"Above the king himself is the greatest of all communities, the university of the realm." Passing on to modern corporations in general, the theory which regards the recognition of the group personality of a corporation as a

\* *The Power to Regulate Corporations and Commerce: A Discussion of the Evidence, Basis, Nature, and Scope of the Common Law of the United States.* By Frank Hendrick, of the New York Bar. G. P. Putnam's Sons.

merely legal fiction, adopted solely for the sake of convenience, is that which recommends itself to Mr. HENDRICK. This "fiction" theory is probably held more widely in America than in England. Lawyers who may venture to doubt the "fiction" theory can afford to smile at the desperate efforts occasionally made by its advocates to preserve some sort of consistency in law and logic.

The question of the exact limit to which unification has been carried in the United States Constitution is naturally of purely academic interest in England. But there is one aspect of the question from which a political lesson might be learned. Uniformity of law is one of the crying wants in the United States, and it seems now to be admitted that it would have been far better, as tending to unification, had there existed in the United States a court of final appeal from the Supreme Courts of the States on all matters within the jurisdiction of the State courts. As it is, on matters entirely within State jurisdiction the decisions of the highest courts in two States may be absolutely inconsistent. A danger, similar in kind, if not in degree, exists in the British Empire by reason of the House of Lords being the final appeal court for England, Scotland, and Ireland, whilst the Judicial Committee of the Privy Council is the final court for the rest of the empire. That practical divergence is no greater is only due to the fact that the two courts have to some extent a common membership.

Finally, we may note that the extension and development of the jurisdiction of the Federal courts should prove of greater service as time goes on in furnishing the English courts with workable principles in the administration of law and equity concurrently. The system introduced here only in 1875 has from the first been part of the staple of the legal system of the United States courts, for under the Constitution they must administer equity concurrently with common law, and that equity was the equity of the Court of Chancery in the eighteenth century.

## The Late Mr. John Dickinson, of Liverpool.

[BY ONE WHO KNEW HIM WELL.]

It was to one who had completed his fiftieth year of faithful service to Messrs. Hill, Dickinson, & Co. that I first chanced to speak after I heard of Mr. JOHN DICKINSON'S death last Monday week. For more than thirty years they had worked together, and I can never forget how he tried to tell me what the loss of such a friend would mean to him. There are some of us who think of such a relationship only as that of master and servant; but there was no such relationship known to JOHN DICKINSON. To work with him was to work for love of him. I recall what EDWIN FIELD wrote to his friend CRABBE ROBINSON when one hundred clerks presented him with the portrait that now hangs, I think, in the Law Society's Hall: "Congratulate me; a hundred of my old clerks have subscribed to have my portrait painted: men I have tyrannized over, bullied, taken the praise from, which they really had earned; who knew every bit of humbug in me—regard from such a body is worth having." And when he thanked them he said, "Thanks to you, my good friends, and to your exertions, it has been my fortune to sail rarely without a first-rate crew, and many is the little bit of praise I have got which really ought to have been yours. Thanks to you for more than this. The rest of my voyage can't be long, and the expressions of regard you have just made will enable me to bear up and steer right onward through squalls and vexations with better heart than I could otherwise have had." JOHN DICKINSON would have thought and said the same.

He and I passed our final examination at the same time, and our friendship began soon afterwards. As each of the thirty years passed over our heads since that time, I seemed to learn more and more of the nobility and purity of his character. We have been constantly representing opposing interests. If he fought, he fought strenuously; but it was always fair fighting, for he was utterly incapable of meanness of any sort, and I believe he never fought a case that could, in the best interests of the parties to it, be settled otherwise. He was always perfectly frank and open in his dealings, and he expected similar treatment from others. He was most implicitly trusted by his opponents, and he was ready to trust them. I think he would have regarded a stipulation that an interview should be considered "without prejudice" as almost an insult; it was all "without prejudice," unless we agreed otherwise. He had charge of work which involved as important issues as ever arise in mercantile dealings on their largest scale. I well know that they cost him anxious days and nights;

but however heavy a load of care he was bearing, I never knew him to be in a fuss, or to be in a hurry, or to say or write an unkind word.

He was deeply interested in everything that concerned his profession, and he filled the office of president of the Liverpool Law Society with conspicuous ability. He would, of course, have shewn the same ability in public life outside his profession, but he never could bring himself to enter it. I am sure that the thought of asking anyone for a vote would have been utterly abhorrent to him. I often wished, for the sake of Liverpool, and probably of the country, that he had been in this respect less modest.

Outside his profession his interest was in country life, and I believe he was as excellent in sport as he was in the practice of his profession. His strength in all sorts of ways seemed colossal; he could work incessantly without talking of overwork; he could be thrown badly from his horse, or mixed up with tramway wheels, and his friends would have known nothing about it except from the bandages he had to wear. He died before he was sixty, almost in an instant, without, so far as I know, warning, while he was dictating letters to his secretary. To most of his friends of his own age, and even much younger, it might have seemed almost incredible that they should find themselves survivors; but it was to be otherwise, and we, those who knew him best, will think that death came to him as he would himself have wished.

The loss to the members of his profession is great, but his life and example should make noble living easier for each of us, and make us more than ever determined to leave nothing undone that may tend to the ennoblement of the profession to which we belong.

The great attendance at the memorial service held in St. Nicholas Church, in Liverpool of men in the foremost ranks of the legal, shipping, and mercantile life of that city was a most striking testimony to the esteem in which JOHN DICKINSON was held.

## Reviews.

### Parliamentary and Municipal Registration.

A DIGEST OF PARLIAMENTARY AND MUNICIPAL REGISTRATION CASES, CONTAINING AN ABSTRACT OF CASES DECIDED ON APPEAL FROM THE DECISIONS OF REVISING BARRISTERS DURING THE PERIOD COMMENCING 1843. By the late J. J. H. SAINT, Barrister-at-Law. FOURTH EDITION. By THEOBALD MATHEW, Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

When a point of law is raised in the court of a revising barrister, it generally happens that authorities are quite out of reach; and as the matter cannot often be allowed to stand over, the barrister has usually to "go it blind," and decide as best he can. This little book, however, supplies to a very great extent the want of an available law library. It contains a short report of almost every case of any importance decided on appeal from revising barristers since the passing of the Parliamentary Registration Act, 1843.

The new edition is a great improvement on former editions, especially in arrangement. There are a very large number of cases in a small book, therefore the reports are necessarily condensed. In almost every case, however, the real point of the decision is accurately stated. The book has proved useful in the past, and certainly ought to be even more useful in the future, to registration agents and all concerned in registration work. As to the revising barrister, we cannot imagine any gentleman going into the wilds of the provinces to hold his courts without a copy of the book in his bag.

### Licensing Law.

THE LAW OF LICENSING, AFFECTING THE SALE OF INTOXICATING LIQUORS, AND THEATRES, MUSIC AND DANCING HALLS, AND BILLIARD-ROOMS. By J. B. B. MACMAHON, Barrister-at-Law. Effingham Wilson.

The law of licensing seems to have an irresistible attraction for writers of text-books, and here we have yet another to be added to the already long list of similar works. The author announces that this work is on a new plan, but we fail to see anything very novel in its arrangement. Nevertheless, it is a well arranged and carefully written book; and we have little doubt that those practitioners who use it will find it quite trustworthy, and that they will have little difficulty in obtaining from its pages information on any ordinary point likely to arise. Its usefulness would certainly have been greatly increased if the statutes had been set out verbatim, but probably it was thought that this would unduly increase the size of the volume.

### Medical Jurisprudence.

A HANDBOOK OF LEGAL MEDICINE. INTENDED FOR THE USE OF THE LEGAL PROFESSION. By WILLIAM SELLARS, M.D., Barrister-at-Law. Manchester University Press.

This little book does not profess to be a rival of Taylor's Medical



Jurisprudence or other comprehensive text-book, but we believe it will turn out to be of the greatest possible use to members of the legal profession who have to deal with surgical and medical questions. It cannot take the place of the larger works, but it gives a good deal of elementary information which is not to be found in those works because the reader is presumed to have the knowledge. This presumption is ill-founded in many cases; and we venture to say that the average member of the bar who sits down to read the proof of a medical witness, in (say) a stabbing case, will feel a little uncertain of the exact position in the human body of the carotid artery. This book does not assume knowledge of such little matters, but gives it to us, and we should be grateful. It contains a large amount of most useful information in a small compass and in comparatively simple language. We strongly recommend the book to non-medical coroners, and to all members of the profession who have to deal with such matters as wounds, poisons, infanticide, insanity, &c.

### Scottish Criminal Trials.

THE TRIAL OF DEACON BRODIE. Edited by WILLIAM ROUGHEAD, Writer to the Signet. Sweet & Maxwell.

This is another of that interesting series, "Notable Scottish Trials." Deacon Brodie, it may be said for the benefit of the ignorant Englishman, was not an official of a church, but an officer of a trade guild in Edinburgh. His extraordinary career, which came to a sudden end on the gallows on the 1st of October, 1788, is one of the best examples extant of a man living a double life. In the light of day he was a highly respectable tradesman and a member of the City Council; by night he was a cunning burglar and associate of criminals, as well as a gambler and frequenter of the lowest houses. His story is told in the introduction to this book with much skill, and then follows a verbatim account of the trial. The most interesting incident in the trial from a lawyer's point of view is the argument and decision as to the admissibility of the evidence of the wife of the man who was indicted jointly with Brodie as a witness against Brodie. Contrary to the rule established in England, it was decided that her evidence might be given. When, however, she was actually called another way of excluding her testimony was discovered. It appeared that in the list of witnesses for the prosecution supplied to the prisoner her name was spelt Hubbard, whereas in fact it should have been Hibbutt. This was decided to be a fatal objection, and so, after all, she was not sworn. There are several interesting illustrations in the book of prisoners, judges, and counsel, and of scenes in old Edinburgh.

### Books of the Week.

International Law as Interpreted During the Russo-Japanese War. By F. E. SMITH, M.P., M.A., D.C.L., Barrister-at-Law, and N. W. SIBLEY, B.A., LL.M. and B.A. (Lond.), Barrister-at-Law. Second Edition, Revised and Re-set. T. Fisher Unwin; William Clowes & Sons (Limited).

The Annual Digest of All the Reported Decisions of the Superior Courts, including a Selection from the Scottish and Irish, with a Collection of Cases Followed, Distinguished, Explained, Commented on, Overruled, or Questioned, and References to the Statutes Passed During the Year 1906. By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Licensing Acts. By the late JAMES PATERSON, M.A., Barrister-at-Law. Being the Licensing Acts, 1828 to 1906, together with all Relative Excise, Inland Revenue, Innkeepers, Sunday Closing, and Grogging Acts, with Notes, and the Law relating to Clubs, Theatres, Music and Dancing, Racecourses, Billiards, Compensation, Covenants, Contracts of Sale of Licensed Premises, and Rates and Taxes on Licensed Property, and Forms. By WILLIAM W. MACKENZIE, M.A., Barrister-at-Law. Eighteenth Edition. Butterworth & Co.; Shaw & Sons.

The Yearly Court Practice, 1907: Founded on Archbold's County Court Practice and Pitt-Lewis's County Court Practice. By the late G. PITT-LEWIS, K.C., and Sir C. ARNOLD WHITE, Chief Justice of Madras. 1907 Edition. By His Honour Judge WOODFALL, a Member of the Rule Committee, and E. H. TINDAL ATKINSON, B.A.; assisted by WILLOUGHBY JARDINE, B.A., LL.B., Barristers-at-Law. The Chapter of Costs and the Precedents of Costs by MORTEN TURNER, Esq., Registrar of the Watford County Court. In Two Vols. Butterworth & Co.; Shaw & Sons.

Summary Jurisdiction Procedure: Being the Summary Jurisdiction Acts, 1848-1899, Regulating the Duties of Justices of the Peace with respect to Summary Convictions and Orders; the Indictable Offences Acts, 1848 and 1868; with Appendix of Statutes relating Thereto, Copious Notes, Index and Tables of Statutes and Cases. Ninth Edition. By OWEN GEORGE DOUGLAS, Clerk to the Lord Mayor, Mansion House Justice Room, London. Butterworth & Co.; Shaw & Sons.

Journal of the Society of Comparative Legislation. Edited for the Society by Sir JOHN MACDONELL, C.B., LL.D., and EDWARD MANSON. Vol. VII., Part II. John Murray.

Corrigendum.—The title of Ihering's book, "Geist des Römischen Rechts," was printed erroneously on p. 227 ante.

## CASES OF THE WEEK.

### Court of Appeal.

HOYES AND ANOTHER v. TATE AND OTHERS. No. 1. 28th Jan. PRACTICE—COSTS.—SEPARATE ISSUES—"EVENT"—JUDGMENT—R. S. C. LXV. 1.

Where at the trial of an action the jury find a verdict for the plaintiff upon one issue and for the defendant upon another issue, and the judge directs judgment to be entered for the plaintiff with the general costs of the action, and makes no order as to the costs of the issue on which the defendant has succeeded, the judgment will be drawn up in the office so as to give to the defendant the costs of the issue upon which he has succeeded.

Appeal from the judgment of Lawrance, J., at the trial of an action with a jury. The plaintiffs were in possession of 49, Tulse-hill, Brixton, and the principal defendant was in possession of the adjoining premises, 47, Tulse-hill. The action was brought to recover damages for trespass to the plaintiffs' land and injury thereto, and also for cutting down and removing a tree therefrom. The defendants denied the trespass and damage, and alleged that the tree was on the principal defendant's land, and not on the plaintiffs'. The jury awarded the plaintiffs £10 10s. for the trespass and damage, and they found that the tree was in the grounds of 47, Tulse-hill (the principal defendant's land). The learned judge directed judgment to be entered for the plaintiffs for £10 10s., and the general costs of the action on the High Court scale. The defendants' counsel applied for judgment upon the issue as to the ownership of the tree, with the costs of that issue, upon which they had succeeded. The learned judge having considered the question, said that he made no order. The defendants, before the judgment was drawn up, appealed from the refusal of the judge to give them judgment upon the issue upon which they had succeeded, and contended that, unless judgment was entered for them upon that issue, or unless the judge gave some direction to the taxing-master, they would not get the costs of that issue upon taxation, as the taxing-master did not tax upon the certificate of the associate, but upon the judgment as drawn up. The certificate of the associate set out the findings of the jury above set out.

THE COURT (COLLINS, M.R., and COZENS-HARDY and FLETCHER MOULTON, L.JJ.) said that they had had the very best possible advice on the matter, and they were informed that when the certificate of the associate was brought to the proper authority with a request that judgment should be entered upon it, inasmuch as the learned judge had made no order interfering with the incidence of the costs prescribed by law, the judgment would be drawn up exactly in the form in which the defendants desired it to be drawn up. The defendants had, therefore appealed unnecessarily, and the appeal would be dismissed with costs.

[The form of judgment which would be drawn up upon the certificate was handed to the court by Mr. F. A. Stringer, and that form, after reciting the associate's certificate stated that "it is this day adjudged that the plaintiffs recover against the defendants £10 10s. and (except as herein otherwise adjudged) the general costs of the action on the High Court scale . . . and the jury having found that the tree referred to in the pleadings was in the grounds of No. 47, and the judge having made no order as to the costs of the issue as to the ownership of the said tree, it is further adjudged that on taxation the defendants do have their costs of the said issue as to the ownership of the said tree."—COUNSEL, Marshall Hall, K.C., and W. O. Hodges; J. F. P. Rawlinson, K.C., and A. B. Shaw. SOLICITORS, R. W. Beckwith; Huntingdon & Leaf.]

[Reported by W. F. BARRY, Barrister-at-Law.]

McMANUS v. FORTESCUE AND ANOTHER. No. 1. 1st Feb.

SALE OF GOODS—SALE BY AUCTION—"SUBJECT TO A RESERVE PRICE"—BID AT LESS THAN RESERVE—ACCEPTANCE OF BID—REFUSAL OF AUCTIONEER TO COMPLETE—SALE OF GOODS ACT, 1893 (56 & 57 VICT. C. 71), s. 58, SUB-SECTION 2.

When a person makes a bid for goods at an auction where the sale is subject to a reserve price, the offer is conditional upon the bid being equal to or above the reserve price, and if the auctioneer knocks down the goods to the bidder, that is an acceptance of that conditional offer, and if the offer does not equal or exceed the reserve price the auctioneer is under no liability to the bidder.

Application by the plaintiff for judgment or a new trial in an action tried before Phillimore, J., and a jury. The defendants were auctioneers, and they offered for sale by auction certain property on behalf of the guardians of the poor for the parish of Hammersmith. One of the conditions of sale stated that "each lot will be offered subject to a reserve price, and the vendors reserve the right of bidding

up to such reserve price. The highest bidder for each lot shall be the purchaser. If any dispute shall arise concerning a bidding, the lot in question shall be put up again and resold, or the auctioneer may determine the dispute." The plaintiff made a bid of £85 for Lot 2, and the auctioneer knocked down the lot to him. Subsequently the auctioneer discovered that the sum bid by the plaintiff was less than the reserve price, and he withdrew the lot and refused to sign a memorandum of the alleged contract, or to accept a deposit from the plaintiff. The plaintiff, in his statement of claim, alleged that by the bid he authorized and gave a mandate to the auctioneer to act as his agent and sign a memorandum of a contract of sale of Lot 2, and otherwise complete the contract on his behalf, and that the auctioneer by knocking down the lot to him accepted that authority and mandate; but that the auctioneer, in breach of his duty under the authority and mandate, neglected and refused to sign a memorandum of the contract or otherwise complete the same, and the plaintiff was in consequence unable to obtain possession of the lot. At the trial Phillimore, J., held that the auctioneer had no such duty as alleged, and he gave judgment for the defendants, and he refused to allow an amendment by the insertion of a claim for damages for breach of warranty of authority, as in his opinion the damages on such a claim would only be nominal. The plaintiff appealed, and contended that when the hammer fell the contract to sell, so far as the auctioneer was concerned, was complete (section 58, sub-section 2, of the Sale of Goods Act, 1893; *Warlow v. Harrison* (8 W. R. 95, 1 E. & E. 309); *Rainbow v. Hawkins* (53 W. R. 46; 1904, 2 K. B. 322)); and the auctioneer undertook to bring about the relation of vendor and purchaser by signing a memorandum of the contract on behalf of both parties, and that he committed a breach of that duty. He also asked for leave to amend.

THE COURT (COLLINS, M.R., and COZENS-HARDY and FLETCHER MOULTON, L.JJ.) dismissed the application.

COLLINS, M.R., said that in his opinion the judgment of the learned judge was right. Under the conditions of sale each lot was offered subject to a reserve price, and in his opinion any bid was a conditional offer subject to the sum offered being equal to or above the reserve price. When the hammer fell upon a bid, it was a public acceptance by the vendors' agent, the auctioneer, of that conditional offer. That did not amount to an absolute unconditional contract to sell at the price offered. The fall of the hammer did not do away with the condition. The condition remained, and as the offer did not come up to the reserve price, the auctioneer had not committed any breach of duty towards the plaintiff, nor, even if they were to allow an amendment, was there any breach of warranty of authority. With regard to the decision in *Rainbow v. Hawkins*, it did not seem to him to conflict with anything which he had said; but if, as was pressed upon them, it was an authority in favour of the plaintiff's contention, he was not prepared to act upon it. He, however, desired to express no opinion upon it.

COZENS-HARDY and FLETCHER MOULTON, L.JJ., concurred.—COUNSEL, C. A. Russell, K.C., and W. J. Disturnal; McCall, K.C., and G. A. Scott. SOLICITORS, Robinson & Bradley; T. H. Hiscott.

(Reported by W. F. BARRY, Barrister-at-Law.)

**MOEL TRYVAN SHIP CO. v. KRUGER & CO. No. 2.**  
25th and 26th Jan.

SHIP—CHARTER-PARTY—BILL OF LADING—BILL OF LADING AT VARIANCE WITH CHARTER-PARTY—LIABILITY OF CHARTERER.

*It is the duty of a charterer to present to the captain of the chartered vessel bills of lading for signature which do not impose on the shipowners greater liabilities than they incur under the charter-party, and if, by reason of a variation between the charter-party and the bills of lading, the shipowners incur a liability from which they are exempted by the charter party, there is a breach of contract on the part of the charterer for which the shipowners can recover the amount of their loss by way of damages.*

This was an appeal from a decision of Phillimore, J., sitting as a judge in the Commercial Court. The case is reported 1900, 2 K. B. 792. The facts were as follows: By a charter-party dated the 22nd of April, 1903, the defendants chartered the plaintiffs' ship, *The Invermore*, to load a cargo of rice at Rangoon, and, being so loaded, to proceed thence to Rio de Janeiro, and there deliver the cargo. The material clauses of the charter-party were as follows: "(6) The act of God, perils of the sea, fire, barratry of the master and crew, the king's enemies, pirates, arrests and restraints of princes, rulers, and people, collisions, stranding, and other accidents of navigation excepted, even when occasioned by negligence, default, or error in judgment of the pilot, master, mariners, or other servants of the shipowners. (7) The master to sign clean bills of lading for his cargo, also for portions of cargo shipped (if required to do so) at any rate of freight, without prejudice to this charter, but not at lower than chartered rates, unless the difference is paid to him in cash before signing bills of lading. (25) Charterers' liability under this charter to cease on ship being loaded, provided the cargo is worth the freight, the owners having an absolute lien on the cargo for all freight, dead freight, demurrage, average, and any other lawful claim they may have under this charter, which lien they are hereby bound to exercise." *The Invermore* loaded a cargo of rice at Rangoon, and the defendants presented to the master for his signature bills of lading in the printed form used by the defendants, which provided that the cargo was to be delivered at Rio de Janeiro, "the act of God, the king's enemies, fire, and all and every other dangers and accidents of the

seas, rivers, and navigation of whatever nature and kind soever excepted, unto order of assigns, freight for the said goods and all other conditions as per charter-party dated London, the 22nd of April, 1903." It appeared from the evidence that the defendants had a rubber stamp with which they could put on the negligence clause, but were not in the habit of putting it on unless asked, because, as they said, some shipmasters objected; that sometimes they found shipmasters carrying their own stamps and putting on the negligence clause themselves; and that in these circumstances they were content to go on printing forms of charter-party and bills of lading, each bearing their own names, with a clause as to excepted perils in the first much wider than the similar clause in the second. The explanation given was that it was supposed that the words in the bill of lading "all other conditions as per charter-party" incorporated for all purposes every exception in the charter-party. The master gave evidence that he had the same opinion. All he asked when the bill of lading was presented to him was whether it contained the clause of incorporation, and he thought that if it did the negligence clause became part of the bill of lading. In fact, however, a series of cases, beginning with *Russell v. Nieman* (17 C. B. N. S. 163) and culminating in *Serrano & Sons v. Campbell* (1891, 1 Q. B. 283) and *Diederichsen v. Farquharson Bros.* (1898, 1 Q. B. 150) had settled that this clause of incorporation has no such effect when the bill of lading gets into other hands than those of the charterers. In the course of the voyage from Rangoon to Rio de Janeiro *The Invermore* stranded through the negligence of the master, and the ship and cargo became a total loss. By reason of the bills of lading containing no negligence clause the holders of the bills of lading recovered judgment against the present plaintiffs in the admiralty court in respect of the loss of the cargo, the damages being assessed under the provisions for the limitation of liability at £12,175 12s. For this sum the shipowners now sued the defendants, claiming that they were liable either for negligence in presenting and procuring the signature of the master to a bill of lading without the negligence clause, or upon an implied contract by them to indemnify the shipowners against the consequences of the master signing a document which they procured him to sign. With regard to the claim for negligence, Phillimore, J., held that it could not arise unless the defendants had some duty in this respect to the shipowners. His lordship was of opinion that they had no such duty as charterers or as agents; but he was of opinion that the principle of the decision in the case of *Sheffield Corporation v. Barclay* (1905, A. C. 392) applied to the present case, and that the defendants, having represented to the master that the bills of lading were in a form which he was bound to sign, were liable to indemnify the plaintiffs. He accordingly gave judgment for the plaintiffs for the amount of their limit of liability. The defendants appealed.

THE COURT (BARNES, P., and FARWELL and BUCKLEY, L.JJ.) dismissed the appeal.

BARNES, P.—The case has been admirably argued, and the points on both sides presented with the utmost clearness. The mere statement of the facts of the case shews the difficulty which arises, but, in order to appreciate the difficulty and apply the law to meet it, it is necessary to see exactly how the matter stands when looked at from a legal point of view. In former times a difficulty of this kind could not have arisen, because a bill of lading given under a charter-party had no effect on the contractual relation between the shipper and charterer, but was a mere voucher, and the whole relationship of the parties was governed by the contract contained in the charter-party, while the remedies of the consignee in the case of non-delivery of the goods owing to loss of the ship, as in the present case, would have had to be enforced in the name of the original contractor. But section 1 of the Bills of Lading Act, 1855, to put it shortly, gave the consignee of goods named in a bill of lading the same rights of suit, and subjected him to the same liabilities in respect of such goods, as if the contract contained in the bill of lading had been made with himself. It was by virtue of this section that the holders of the bills of lading in the present case brought their action, to which there could be no answer as soon as it was established that the loss had been caused by the negligence of the shipowners' servants. The difficulty arose because the charterers, the persons who presented the bills of lading, do not seem to have realized that the bills of lading would not protect the shipowners against loss caused by such negligence. Having regard to the fact that the negligence clause has for twenty years been commonly inserted in almost every bill of lading, I feel surprise that the position of matters does not seem to have been realized at Rangoon. However, that being the state of things, the court has now to determine the rights of the parties in the matter. The first question is whether what took place occurred in consequence of any breach by the charterers of the obligations that they undertook under the charter. A subsidiary point has been raised on behalf of the respondents, whether the damage can be said to flow from such a breach, but from the nature of the case the damage must be said to flow from the breach of contract if there be any. The real question, therefore, is whether there has been a breach of contract by the charterers. It is obvious that the charter-party itself, if the charterers had remained owners of the goods, placed the risk of the carriage of the goods on them. Up to shipment the shipowner deals with the shipper. After shipment he does not desire to be under one set of obligations to the charterer and to be under heavier obligations to a third party if the charterer chooses to sell the goods. It is necessary, therefore, to look at the contract to see what are the obligations imposed on the shipowner and if there is any power for the charterer to alter the shipowner's position. All that has to be



done is to consider the contract and apply a few well-known propositions. The first is that the master of the ship has no right to alter the charter-party. The ship is to be employed under the charter-party, and everything has to be done under the charter-party. That is the limit of the master's authority. The second proposition is that as a matter of business the charterer is bound to prepare the bills of lading. The third proposition is that it is for the benefit of the charterer that he should have in the charter-party the clause that the master should sign the bill of lading, and that the signing is to enable the charterer to carry out his own objects. It follows from this that the charterer has an obligation imposed on him by the terms of the charter-party to prepare bills of lading in accordance with the terms of the charter-party, and which shall not impose on the shipowner any greater obligation during transit than he undertook under the terms of the charter-party. It has been said on behalf of the respondents that the clause as to signing the bills of lading may mean that the master is to sign bills of lading in the form usual at the port of lading. But it is obvious in the present case that bills of lading at Rangoon were in two forms, one containing a negligence clause, the other without a negligence clause. Who was to settle which form was to be adopted? In my opinion the matter could not be left loose in that way, and the bills of lading must be in accordance with the terms of the charter-party. Until the bills of lading had been indorsed to a third party by the charterer, it was immaterial in what terms they were, as the charter-party was the governing document; but why is a bill of lading on being indorsed in favour of a third party to impose greater liabilities on the shipowner than he incurred under the charter-party? I can find nothing in the charter-party to alter this view. The stipulations about signing bills of lading, at any rate of freight, do not affect the question; and in my opinion, on the proper construction of the charter-party, the master had to sign such bill of lading as was without prejudice to the charter, and as between himself and the charterer he had no power to sign a bill of lading in any other form. He had, therefore, no power to sign these bills of lading, which imposed a greater obligation on the shipowners than the charter-party contemplated. I think this is to be inferred from the case of *Rodocanachi v. Muburn* (18 Q. B. D. 57). So far as the judgments in that case go, they are in accordance with the view that the master has no authority to sign bills of lading imposing on the shipowners greater liabilities than are imposed on them by the charter-party. That being so, the charterers have committed a breach of contract; and, having regard to the circumstances of the case, the damages follow as a matter of course. That is dealing with the case on the assumption that there was a breach of contract, because the master had no authority to sign the bills of lading, and the charterers must be taken to have known that he had no authority. But taking the other alternative, that the master had authority to sign the bills of lading in the form in which he signed them. If he had such authority, it is derived from clause 7 of the charter-party, and he is bound to sign the bills of lading presented to him. If he was bound to sign, his act was a purely ministerial one for carrying out the provisions of the contract contained in the charter-party, and the case is brought within the principle laid down in *Sheffield Corporation v. Barclay* (1905, A. C. 392). When the other terms of the charter-party are regarded on the assumption that the proper effect of clause 7 is that the master had authority and was bound to do that which he did at the request of the charterers, the necessary inference to be drawn is that there is imposed on the charterers the necessity of indemnifying the shipowners against the consequences of that which they asked the master to do. This inference seems inevitable, because otherwise the shipowner would be in this position, that when once the bills of lading had been indorsed to third parties he might be called upon to pay in cases in which he would be under no liability according to the charter-party. If no indemnity is to be inferred in such a case, the effect is to render the whole of clause 6 nugatory. It was urged that the master had authority to determine whether the bills of lading were or were not proper ones to sign. That seems to put on the master a power and authority he did not possess. But without going further into this part of the case, I think that the question may be disposed of on the ground that there has been a breach of contract, and the appeal must be dismissed.

FARWELL and BUCKLEY, L.J.J., delivered judgments to the same effect.—COUNSEL, *Hamilton, K.C., Lush, K.C., and Chaytor; Scrutton, K.C., and Bailhache. SOLICITORS, Hollams, Sons, Coward, & Hawkesley; Holman, Birdwood, & Co.*

[Reported by J. I. STUBBS, Barrister-at-Law.]

#### HUTTON v. RAS STEAMSHIP CO. No. 2. 1st Feb.

MERCANTILE LAW—NAVAL COURT—JURISDICTION—CONTRABAND OF WAR—REFUSAL TO WORK—DISMISSAL FROM SHIP—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), ss. 225, 480 to 485.

A naval court, properly constituted, can, on a complaint brought under section 225 of the Merchant Shipping Act, 1894, exercise all or any of the powers conferred by section 483 of the Act, and its decision is conclusive of the rights, not only between the parties actually before it, but also between other parties. Consequently the discharge of a seaman by a naval court on the complaint of the master of the ship is a complete answer to a subsequent action against the owners for wages due.

This was an appeal from a decision of Lord Alverstone, C.J. (reported 50 SOLICITORS' JOURNAL 95). The facts were as follows: The plaintiff shipped at Barry on *The Ras Bera* under

articles for a voyage for three years for Port Arthur and Barry and (or) any ports within certain limits, which included Japan, and back to a final port of discharge in the United Kingdom. The vessel loaded a cargo of coals at Barry and arrived at Port Arthur on the 18th of January, 1904, during the siege, and the coals were there discharged. The vessel was at Port Arthur during a portion of the bombardment. She got away from Port Arthur on the 11th of February, and went in ballast to Moji, a port on the west coast of Japan, whence she proceeded to Hong Kong. At Hong Kong *The Ras Bera* was chartered by the Nippon Yusen Kaisha, the R.M.S.S. Company of Japan, on a voyage to carry cargo and passengers to all parts of the world except British North America and Magellan, including Japanese ports. The charter provided that the steamer should fly at the mainmast head during her stay in port any private signal or home flag of the charterers. It was also provided by clause 26 of the charter-party that the charterers should not employ the steamer in the carrying of troops and contraband of war. Under this charter she was to proceed to Moji and from Moji to Yokohama. The manifests for the two voyages before her arrival at Yokohama were put in, and it was alleged by the plaintiff that the steamer carried on these two voyages, among other things, rails and other railway material. By Russian proclamations published in the *London Gazette* of the 1st and 22nd of March materials for the construction of railways were declared by Russia to be contraband of war. Upon the arrival at Yokohama the plaintiff and others of the crew objected to continuing the voyage, on the ground that the vessel was carrying contraband of war, and declined to work until some arrangement was made that, in the event of capture, they would be indemnified and their wives and families compensated and cared for. While the question was under discussion the plaintiff and the others who objected declined to do any work, but except in respect of such refusal it was not alleged that they refused to discharge their duty. On the complaint of the master, the seamen in question were summoned before a naval court. The summons recited that the complaint was that they were guilty of continual wilful disobedience to lawful commands and continual wilful neglect of duty and of general insubordination subversive of discipline and prejudicial to the owners' interests, and continued: "And whereas the offence of which you are accused as aforesaid is that of continued wilful disobedience to lawful commands and continued wilful neglect of duty, an offence against section 225 of the Merchant Shipping Act, 1894, which is punishable on summary conviction." The naval court was held under sections 480 to 485 of the Merchant Shipping Act, 1894, and, after hearing the evidence of the plaintiff, the master, and other witnesses, decided that the plaintiff and others were guilty of continual neglect of duty without good and sufficient cause. The judgment further stated that the sailors' plea that the carrying of contraband vitiated the agreement was without force, the voyage remaining an ordinary commercial venture, any risk or responsibility that might be incurred being borne by the ship. The court further discharged the plaintiff and the other seamen from the steamship *Ras Bera* and forfeited their wages. Evidence was given before Lord Alverstone, C.J., by the plaintiff that at Yokohama the vessel was both taking in and discharging railway materials, and his lordship was of opinion upon the evidence that this was the case. Upon the other hand, evidence was also given by the plaintiff that military stores were being shipped and men in uniforms carried as passengers; but upon the evidence his lordship did not find either that the vessel was fitted for carrying troops or members of the Japanese navy, or that any were so carried, and he also thought that there was no substantial evidence before the naval court that the vessel was carrying contraband of war. The plaintiff now brought the present action to recover £29 1s. wages due to him. Lord Alverstone, C.J., was of opinion that by reason of section 483 (2) of the Merchant Shipping Act, 1894, the decision of the naval court was conclusive, and dismissed the action. The plaintiff appealed. The material portions of the Merchant Shipping Act, 1894, are as follows: "225. (1) If a seaman lawfully engaged or an apprentice to the sea service commits any of the following offences, in this Act referred to as offences against discipline, he shall be liable to be punished summarily as follows, that is to say, . . . (c) If he is guilty of continued wilful disobedience to lawful commands or continued wilful neglect of duty, he shall be liable to imprisonment for a period not exceeding twelve weeks, and also, at the discretion of the court, to forfeit, for every twenty-four hours' continuance of disobedience or neglect, either a sum not exceeding six days' pay or any expenses properly incurred in hiring a substitute." Section 480: "A court (in this Act called a naval court) may be summoned by any officer in command of any of her Majesty's ships on any foreign station, or, in the absence of such an officer, by any consular officer, in the following cases (that is to say): . . . (ii.) Whenever the interest of the owner of any British ship or of the cargo thereof appears to that officer to require it." Section 483: "(1) Every naval court may, after hearing and investigating the case, exercise the following powers (that is to say): . . . (b) The court may, in cases in which they are authorized by this Act, and subject to the provisions of this Act, cancel or suspend the certificate of any master, mate, or engineer; (c) the court may discharge a seaman from his ship; (d) the court may order the wages of a seaman so discharged or any part of those wages to be forfeited, and may direct the same either to be retained by way of compensation to the owner or to be paid into the exchequer, in the same manner as fines under this Act; . . . (f) the court may direct that all or any of the costs incurred by the master or owner

of any ship in procuring the imprisonment of any seaman or apprentice in a foreign port, or in his maintenance while so imprisoned, shall be paid out of and deducted from the wages of that seaman or apprentice, whether then or subsequently earned; . . . (h) the court may punish any master of a ship or any of the crew of a ship respecting whose conduct a complaint is brought before them for any offence against this Act which when committed by the said master or member of the crew is punishable on summary conviction, and shall for that purpose have the same powers as a court of summary jurisdiction would have if the case were tried in the United Kingdom. (2) All orders duly made by a naval court under the powers hereby given to it shall in any subsequent legal proceeding be conclusive as to the rights of the parties."

THE COURT (BARNES, P., and FARWELL and BUCKLEY, L.JJ.) dismissed the appeal.

BARNES, P., said that in his opinion the decision of the Lord Chief Justice was quite right. The question to be determined was not that raised in *Caine v. The Palace Shipping Co. (Limited)* (23 Times Law Reports, 205) or in *Sibery v. Connelly* (22 Times Law Reports, 174). The point taken on behalf of the plaintiff was that, the summons having been issued for an offence within section 225 (c) of the Merchant Shipping Act, 1894, the naval court had no power to discharge him from his ship and put an end to the service upon which he was engaged. The question, therefore, for the court was whether a naval court properly constituted could exercise all the powers it had under section 483 of the Act, or whether it was bound to punish the plaintiff as contemplated by sub-section (h) of that section. His lordship thought that there was the strongest ground for holding that on a complaint under section 225 the naval court, on the offence complained of being proved, could deal with the case in such a way as to apply, so far as the court thought right, and they were applicable, all the powers contained in section 483. Speaking generally, these matters were dealt with in foreign ports or on the high seas. In these circumstances it seemed reasonable that the naval court should have full powers to do everything which might be required to free the ship and get rid of the difficulty caused by the complaint, and should not be limited in its exercise of its powers to the particular thing which was referred to in the summons. His lordship could find nothing in the Act which imposed such a limitation on the naval court. It was suggested that this would be unfair to the men, because they would have no notice of what was being urged against them, but his lordship thought that there was no substance in this point, and certainly in the present case it had no merits. The only other point was what was the effect of sub-section 2 of section 485. It was suggested that this sub-section did not prevent the plaintiff from proceeding against the shipowners. But, when considered, the sub-section must have that effect, because subsequent proceedings could only be between the owners on one side and the seamen on the other, or between the master and the owners or between the master and the seamen. The order was to be conclusive as to the rights of the parties, not of the parties to the proceedings, and at any rate the seamen were parties to the proceedings. When once the matter was disposed of by the naval court it was at an end, no matter between whom the subsequent proceedings might be. If this view was right, the judgment of the naval court put an end to the matter in the present case, because that court, having jurisdiction to do what it had done, had exercised its jurisdiction, and the proceedings, whether its conclusion was right or wrong at law, were binding, and the present action could not be maintained. His lordship understood this to be the view taken by the Lord Chief Justice, and he agreed in that view.

FARWELL and BUCKLEY, L.JJ., delivered judgments to the same effect.—COUNSEL, *Dankwerts, K.C., Llewellyn Williams, and M. Morgan; Batten, K.C., and Bailhache.* SOLICITORS, *John T. Lewis; Holman, Birdwood, & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

TAVERNER v. CUFF. Kekewich, J. 28th and 29th Jan.

ARBITRATOR—MOTION TO SET ASIDE AWARD—AMENDMENT OF POINTS OF DEFENCE AND COUNTERCLAIM AT CLOSE OF ARBITRATION.

An arbitrator may, in his discretion, hear evidence on and deal with points not covered by the pleadings or statements of the parties in the action, and may allow the necessary amendments to be made at the conclusion of the arbitration.

Motion with witnesses. This was a motion to set aside the award of Mr. William Baker, the arbitrator to whom the action had been referred. The plaintiff had been secretary of the Spurgeon Memorial Sermon Society, and he sought in the action to restrain the defendants from interfering with him and preventing him from continuing to carry on the work of the society. The arbitrator's findings were adverse to the plaintiff, and the grounds upon which he objected to the award were set forth in the notice of motion as follows: (1) That the plaintiff's witnesses were prevented by the arbitrator from giving evidence on material points. (2) That the arbitrator improperly allowed the defendants to put in evidence and use the Spurgeon Memorial Record and certain other documents, but refused to allow the plaintiff to use them in support of his case. (3) That the arbitrator improperly allowed the defendants to amend their points of defence and counterclaim after the arbitration was concluded in respect of matters with regard to which no evidence had been called by the defendants, and in respect of matters not the subject-matter of the action,

and not within the reference to arbitration, and by his award gave judgment for the defendants on such points of defence and counterclaim as so amended. (4) That the arbitrator in his award found that certain charges made by the plaintiff against the defendant G. C. were not proved, notwithstanding that he had refused to allow the plaintiff to give or call any evidence in support of such charges. (5) That the award in almost every finding was against the weight of evidence.

KEKEWICH, J., said that the application was wrong both in form and substance; the matter had been referred to the arbitrator without pleadings, and he was therefore in effect trying a new action. The reference was in the widest terms, the whole action being referred, in order that all questions, including those of costs, might be dealt with and settled by the arbitrator, who should have all the powers of amending and otherwise enjoyed by judges of the High Court pursuant to order 36. The first ground of complaint against the award was that the plaintiff's witnesses were prevented from giving evidence on certain points; that simply meant that the evidence had been rejected, and was an unhappy way of stating the objection. The allegations contained in the second complaint had not been proved. With regard to the third ground of objection, it appeared that application was made to amend, not pleadings, because there were none, but the statements drawn up by the parties, and these amendments were allowed. Subsequently certain points arose which were not covered by the amendments, and the arbitration was allowed to proceed and the points were dealt with without further amendment until the end of the hearing. That was a convenient course frequently adopted by the courts; it was a very common thing to deal with and decide every point which arose in the course of proceedings and then to amend as necessary at the termination of the case. With respect to the charges referred to in the fourth objection, they were contained in a lengthy document of twenty-seven paragraphs which the plaintiff proposed to read; this the arbitrator declined to allow, and said the document might be taken as read, and evidence was then given which justified the finding of the arbitrator on that point. There was not the slightest justification for the motion, which was refused with costs.—COUNSEL, *Jessel, K.C., and Lavington; P. O. Lawrence, K.C., and Cusens-Hardy.* SOLICITORS, *D. R. Seames; G. Coole.*

[Reported by W. F. LAWRENCE, Barrister-at-Law.]

SOCIETY OF ACCOUNTANTS v. GOODWAY AND LONDON ASSOCIATION OF ACCOUNTANTS (LIM.). Warrington, J. 28th, 29th, 30th, and 31st Jan.

TRADE NAME—DESCRIPTIVE OR FANCY NAME—INJUNCTION.

The plaintiff society, an incorporated society of accountants, was established with a view to affording recognized professional qualifications to its members, who adopted the title of "incorporated accountant." The defendant association was established twenty years later with similar objects, and its members made use of the same title. The defendant Goodway was a member of the defendant association.

Held, that the defendants, by making use of the title "incorporated accountant," were calculated to induce the belief of membership of the plaintiff society, and so were inflicting an injury for which the plaintiff society was entitled to relief by injunction.

Trial of action. In this action the plaintiffs claimed: (1) That the defendant Goodway might be restrained from using in connection with his business of an accountant the title of "incorporated accountant," or any designation only colourably differing therefrom, in such a way as to lead to the belief that the defendant was a member of the plaintiff society; (2) that the defendants, the London Association of Accountants (Limited), might be restrained from holding out, by advertisements or otherwise, that its members were entitled to use any such designation as "incorporated accountant." The plaintiff society was incorporated in 1885 and its objects were to enable its members to acquire, by means of examinations conducted by the society, a recognized position in the profession of accountants. The society was incorporated as an association not for profit under the Companies Act, 1867 (30 & 31 Vict. c. 131), s. 23. The members of the society adopted the description "incorporated accountant," and from time to time the society inserted advertisements in the *Solicitors' Journal* and *Law Times*, and in these advertisements described its members as "incorporated accountants." It also established the *Incorporated Accountants' Journal* and the *Incorporated Accountants' Year Book*. The defendant company was founded in 1905, with similar objects, under the Companies Acts as a company limited by guarantee.

WARRINGTON, J., said that the same principles should be applied in this case as should be applied in cases of "passing off" goods. The two cases were similar, though not identical. *The Cellulose Clothing Co. (Limited) v. Maston & Murray* (1899, A. C. 326) established that a man who took upon himself to prove that words which were merely descriptive or expressive of the quality of goods had acquired a special secondary sense assumed a burden very difficult to discharge. The court should not be too ready to establish a monopoly. The expression "incorporated accountant" was not really a description, but a fancy name. "Incorporated" seemed to mean "united in a legal body," and thus could not reasonably be applied to an individual. The word must have in the present case some special signification. The plaintiff society had, by expending a considerable amount of money, afforded to its members a recognized status. This was illustrated by the fact that many recent Acts relating to local bodies had specially provided that membership of either the Institute of Chartered Accountants or the plaintiff society was an essential qualification for the office of auditor. The evidence showed that in 1905 the expression "incorporated accountant" denoted the acquisition of a status similar to that conferred by the Institute of Chartered Accountants upon its members. It signified membership of one particular society which gave its members



a recognized qualification. The defendant Goodway, whose paper bore the words "incorporated accountant," with "London Association" in small letters, was inducing the belief that he was a member of the plaintiff society, and thus injuring the plaintiff society in a way which entitled it to relief: *Society of Accountants in Edinburgh v. Corporation of Accountants (Limited)* (20 Scotch Sess. Cas., 4th series, p. 750). The defendant association, by offering inducements to membership and holding out to prospective members that they would be entitled to describe themselves as "incorporated accountants," was injuring the members of the plaintiff society, and the plaintiff society was consequently entitled to relief. There must be an injunction restraining the defendants from using the term "incorporated accountants" so as to induce the belief of membership of the plaintiff society contrary to fact. The defendants had not used the term with any intention of fraud.—COUNSEL, *Warmington, K.C., Rowden, K.C., and Kirby; H. Terrell, K.C., Ashton Cross, and Duka.* SOLICITORS, *Norton, Rose, Norton, Farish & Co.; Tiddeman & Enthoven.*

[Reported by F. HARDING DALSTON, Barrister-at-Law.]

**Re JACOB (DECEASED). MORTIMER v. MORTIMER.** Parker, J.  
1st and 2nd Feb.

**WILL—GENERAL POWER OF APPOINTMENT—SECTION 27 OF WILLS ACT, 1837 (1 VICT. c. 26).**

*A testatrix at the time of her death had two general powers of appointment by will. By her will she bequeathed to her sisters, or the survivors or survivor of them, all stocks, shares, and securities which she possessed or to which she was entitled, but subject to her husband's life interest therein; and she desired that after her husband's death the said stocks, shares, and securities should become the absolute property in equal proportions of her said sisters.*

*Held, that the will operated so as to exercise the powers of appointment by virtue of section 27 of the Wills Act, 1837 (1 Vict. c. 26).*

Originating summons. The object of this summons was to determine (*inter alia*) the following questions, viz.: (1) Whether the will dated the 19th of October, 1898, of Jane Gordon Jacob operated as an exercise of the general power of appointment by will conferred on her by a marriage settlement made in 1862 in respect of the trust funds thereby settled, and (2) Whether the said will of Jane Gordon Jacob operated as an exercise of the general power of appointment by will conferred on her by the will of G. F. W. Mortimer in respect of the legacy and share of residue thereby settled for her benefit. The will of Jane Gordon Jacob contained the following provision: "Subject to my husband Edward Long Jacob's life interest therein and his enjoyment of the annual income thereof, I bequeath to my sisters E. Mortimer, I. M. Mortimer, and L. Mortimer, or to the survivors or survivor thereof, all stocks, shares, and securities which I possess, or to which I am entitled, and I desire that after the death of my husband E. L. Jacob all such stocks, shares, and securities shall become the absolute property in equal proportions of my aforementioned sisters."

PARKER, J.—The question which I have to decide is whether the will of Jane Gordon Jacob operated so as to exercise two general powers of appointment which she had at her death. The words of the will are: [His lordship read the provision set out above.] The will also contains the appointment of an executor. At the time of her death the testatrix had two general powers of appointment in respect of certain property which consisted of certain stocks, shares, and securities. Section 27 of the Wills Act (1 Vict. c. 26) enacts that a bequest of the personal estate of a testator or any bequest of personal property described in a general manner shall be construed to include any personal estate, or any personal estate to which such description shall extend (as the case may be) which he may have power to appoint in any manner he may think proper, and shall operate as an execution of such power unless a contrary intention shall appear by the will. It has often been said that this section was designed to abolish the distinction between property which is a testator's own property and property over which he has a power of appointment. Is this gift a gift of property described in a general manner within the meaning of section 27? In my opinion it is: *Turner v. Turner* (21 L. J. Ch., p. 843). No contrary intention within the section can be held to appear from the will. I therefore hold that, by virtue of section 27 of the Wills Act, the will of Jane Gordon Jacob operated to execute the powers of appointment. I refer the period indicated by the provision as to "survivorship" to the time of the death of the testatrix.—COUNSEL, *Adams; Stokes, Saunders, and D. D. Robertson.* SOLICITORS, *Bell, Brodrick, & Gray.*

[Reported by F. HARDING DALSTON, Barrister-at-Law.]

## High Court—King's Bench Division.

**HORTON v. PENN.** Div. Court. 14th Jan.

**LICENSING LAW—COMPENSATION CHARGES—YEAR FOR WHICH LEVIED—LICENCE—EXCISE LICENCE—LICENSING ACT, 1904 (4 ED. 7, c. 23), s. 3, SUB-SECTIONS 1, 2.**

*The charges, payable under section 3, sub-section 1, of the Licensing Act, 1904, to constitute a fund to compensate persons, the renewal of whose licences have been refused by quarter sessions under section 2 of the said Act, are paid in respect of the year 5th of April to the 5th of April.*

Appeal from the county court of Middlesex holden at Bloomsbury. By an agreement between the plaintiff and the defendant, dated the 11th of July, 1905, the plaintiff agreed to purchase certain licensed premises from

the defendant, the latter undertaking therein "to clear up all outgoings and incumbrances whatever up to the date of taking possession." The said purchase was completed on the 9th of August, 1905, when the defendant gave a further undertaking to repay to the plaintiff a proper proportion of all such outgoings as were not taken into account on such completion. On the 10th of October, 1905, the plaintiff paid the sum of £15 in respect of the compensation charge levied upon the said premises and payable under the provisions of the Licensing Act, 1904. The plaintiff claimed under the above-mentioned agreement and undertaking such proportion of the sum of £15 as was referable to the period from the 1st of January, 1905, to the 9th of August, 1905, on the ground that the said sum was paid in respect of the year 1905. The learned county court judge held that the charge was paid in respect of the year from the 10th of October, 1905, to the 10th of October, 1906, and that consequently nothing was due to the plaintiff under the defendant's undertaking. The plaintiff appealed. Section 2, sub-section 1, of the Act of 1904: "Where quarter sessions refuse the renewal of an existing on-licence under this Act, a sum equal to the difference . . . shall be paid as compensation to the persons interested in the licensed premises." Section 3, sub-section 1: "Quarter sessions shall, in each year . . . for the purposes of this Act impose, in respect of all existing on-licences renewed in respect of premises within their area, charges at rates not exceeding . . ." Sub-section 2: "Charges payable under this section in respect of any licence shall be levied and paid together with and as part of the duties on the corresponding excise licence, but a separate account shall be kept by the Commissioners of Inland Revenue of the amount produced by those charges in the area of any quarter sessions, and that amount shall in each year be paid over to that quarter sessions in accordance with rules made by the Treasury for that purpose." Rules were accordingly made by the Treasury dated the 10th of March, 1905. Counsel for the appellant pointed out that the learned county court judge considered that inasmuch as the compensation charges were to be paid as part of the excise duty they must be paid for the same period—viz., the 10th of October to the 10th of October; but the section only supplied the machinery for collection. If the respondents were right, a person might pay compensation charges for a period from April to October, although the renewal of his licence had been refused in April. There was no hardship as regards the excise duty, because section 24 of the Excise Licensing Act, 1825, provided for the proportionate return of the excise duty. The mere fact that compensation charges were to be paid as part of the excise duty did not make them the same rate for all purposes: see *Islington Borough Council v. London School Board* (1903, 2 K. B. 354), where the language was much stronger. Section 3, sub-section 1, of the Act of 1904 simply said "in each year," and there being no special definition of "year," he submitted the proper year was from January to January. Counsel for the respondent said that the actual point was expressly left undecided by Walton, J., in the recent case of *Malkin v. Rex* (1906, 2 K. B. 886, at p. 893), but evidently Walton, J., must have held that January to January at least was not the right period. The words of the section were quite explicit—viz., "Charges . . . shall be levied and paid together with and as part of the duties on the corresponding excise licence." There was nothing to prevent the compensation authorities refunding a portion of the charges if the licence was not renewed.

DARLING, J., said that the year could be understood in any of three ways—viz., the 1st of January to the 1st of January, the 5th of April to the 5th of April, the 10th of October to the 10th of October. The licences were renewed as from the 5th of April in any year, and therefore he thought the first period must be wrong, because it was impossible to levy a charge on a renewed licence when it might turn out that the licence would not be renewed. The objection to the 10th of October to the 10th of October was that the licence might not be renewed in the following April, so that a person would be charged on a licence which had not been renewed for the full period for which the charge was levied, and there were no means to refund a portion. On the other hand, there was no difficulty in the charges being collected six months after they were due, and although the section provided that the compensation charges and the duties on excise licences should be paid together, it also provided that they should go into separate accounts. He considered that the most convenient period was from the 5th of April to the 5th of April, that being the period for which the licence was granted. The only objection to that period was that the licensee might escape payment by not taking out his excise licence and giving up his licence. But that was not likely to occur, as the licence was a valuable asset, and the Act of 1904 was passed on the supposition that the licensee would not give up his licence. There would be judgment for the appellant for the sum represented by the portion of the charges from the 5th of April to the 9th of August.

PHILLIMORE, J., agreed.—COUNSEL, *Whitley; Bruce Williamson.* SOLICITORS, *R. J. Telford; Martineau & Reid.*

[Reported by MAURICE N. DRUCQUE, Barrister-at-Law.]

**ROBSON v. BIGGAR.** Div. Court. 7th Nov.; 28th Jan.

**DISTRESS—BAILIFF—DISTRESS FOR SUM NOT EXCEEDING £20—COSTS OF LEVY—SPECIAL AGREEMENT BY LANDLORD TO PAY BAILIFF COMMISSION ON AMOUNT REALIZED BY LEVY—DISTRESS (COSTS) ACT, 1817 (57 GEO. 3, c. 93), ss. 2, 3—DISTRESS FOR RATES ACT, 1849 (12 & 13 VICT. c. 14), s. 1.**

*Held (Darling, J., dissentiente), that an agreement by a landlord with a bailiff that the latter should retain out of the proceeds of the levy—which was for a sum not exceeding £20—a commission over and above his statutory charges, did not come within section 2 of the Distress (Costs) Act, 1817, and the justices were*

not bound to order and adjudge treble the amount of the moneys alleged to have been so unlawfully taken by a complainant.

Special case stated by Justices of Northumberland. A complaint had been brought before certain justices by the appellant Elizabeth Robson against the respondent John Biggar under section 1 of the Distress (Costs) Act, 1817 (57 Geo. 3, c. 93), charging that the respondent on the 10th of April, 1906, being employed at Monk Seaton to make a distress for rent, retained and took from the appellant charges exceeding the amount of costs and charges allowed by statute. The appellant had signed an agreement with the respondent to pay him a commission of five per cent. over and above the statutory costs, and in accordance with the agreement respondent deducted 17s., which sum was five per cent. commission of the produce of the goods levied upon—namely, £17. The question was whether or not the deduction was unlawful, having regard to the provisions of the statutes of 57 Geo. 3, c. 93, and the Law of Distress Amendment Act, 1888 (51 & 52 Vict. c. 21). The Act of 1817 was passed, as the preamble shewed, to prevent excessive charges being made in the case of a distress, to the great oppression of poor tenants and others, and provided that no person making a distress for rent under £20 should have or receive out of the produce of the goods distrained or from the landlord any other or more costs and charges than those fixed and set forth in the schedule to the Act. Section 2, under which the proceedings were taken, empowered the justices to order treble the amount of the excess charges to be paid by the person offending, with costs. The statute of Victoria barred the scale, and by rules made thereunder (clause 15) provided that no person should be entitled to any fees, charges, or expenses for levying a distress other than those specified in the schedule to the rules. The question for decision of the court was whether, having regard to these provisions, the agreement entered into between the appellant and the respondent was unlawful, so that it was compulsory upon the justices to make an order against the respondent in accordance with section 2 of the Act of 1817. It was argued for the appellant that this section was in the nature of a penal statute and must be construed strictly, and it was passed in order to prevent excessive fees being levied, and that the words in section 1, "shall have, take, or receive out of the produce . . . or from the tenant distrained on or from the landlord," applied to such charges. For the respondent it was argued before the justices that the penal words in section 2 were not sufficient to render illegal a special agreement for extra remuneration such as was made in this case. There were no words prohibiting contracts made contrary to the provisions of the statute, and therefore the question was whether the object of the Legislature in imposing conditions was the maintenance of public order and safety or the protection of persons dealing with those on whom the conditions were imposed. *Cur. adv. vult.*

Lord ALVERSTONE, C.J., in delivering judgment, after stating the facts, said it was submitted that, in so far as the fees charged as of right by the bailiff against landlords or tenants, whether out of the proceeds or not, were concerned, the statute was undoubtedly passed for their protection, but it seemed to him not to be concerned with special bargains made between parties, and that the words in section 2 of the Act of 1817, relied on by the appellant were not sufficiently strong to render a special contract illegal, so as to make it imperative on the justices to make an order fining the respondent under the section in question. He therefore thought that the appeal must be dismissed, as in his opinion the justices were right in law in dismissing the complaint.

Lord Alverstone then read a judgment of RIDLEY, J., in which he expressed his opinion that the appeal failed.

DARLING, J., regretted that he could not agree in the conclusion arrived at by his brethren. The Act of 1817 distinctly stated that brokers and others had of late made excessive charges to the oppression of poor tenants and others and it was expedient to check such practices. From this he deduced that it was intended by the passing of the Act of 1817 to protect landlords as well as tenants by means of the limited list of fees mentioned in the schedule. The statute enacted that for the doing of a variety of things, some of them for the exclusive benefit of the landlord, no one in the position of the respondent should take out of the proceeds of the goods distrained upon, or from the tenant, or from the landlord, or from any other person any more than the statutory charges. The landlord was mentioned by name among those whom the statute was designed to protect, and the protection given was not limited by the extent of the landlord or tenant's interest in the produce of the goods seized. He came to the conclusion that the Legislature was in earnest in trying to end the mischief of making inordinate charges and the words in section 2, read with the preamble to the Act, satisfied him of it. That the Legislature would have thought that the end they obviously desired would have been obtained if the broker were still left free to make what bargain he could, was contrary to the view he entertained as to the intention of the Legislature. If the broker were free to bargain with the landlord he would be free to do so with the tenant, who was in a bad position to resist an exorbitant demand. The Act only applied in cases where not more than £20 was due, and as regarded larger sums or more complicated levies, brokers were left to make their own terms. If the fees allowed by the statute were not to be regarded as the obligatory maximum, the Act would amount to a mere recommendation to brokers to be moderate in their demands, surely a lame conclusion to follow so grandiose a preamble. He thought, for the reasons he had stated, that the appeal should be allowed.

By a majority the appeal was dismissed with costs. Leave to appeal granted (Lord Alverstone, C.J., *dubitante*) if an appeal lay in such a matter. —COUNSELL, A. C. F. Bolton. SOLICITOR, R. S. Hopper, Whitley Bay. (No one appeared for the respondent.)

[Reported by ESKINE REID, Barrister-at-Law.]

## Societies.

### Isle of Wight Law Society.

The fourth annual meeting of this society was held in the Council Chamber of the Town Hall, Ryde (by permission of the Mayor and Corporation), on Wednesday afternoon in last week, when there was a good muster of members, although several, including the retiring president (Mr. R. Roach Pittis, J.P.) were unable, through illness and other causes, to be present.

A cordial vote of thanks was passed to Mr. Pittis for his valuable services to the society since its formation.

Mr. Charles Greaves Vincent, of Ryde, was elected president for 1907, and Mr. E. Wilson was re-elected hon. secretary and treasurer. The committee for 1907 consists of the following: Messrs. James Eldridge, Ernest J. Gunner, A. W. Drew, John Fardell, and H. Eldridge Stratton.

Several questions of importance to the profession were dealt with, and amongst others a resolution was carried to the effect that additional sittings of the Island County Court are urgently required in the interests of suitors. It was further resolved that registrars of county courts should be given an absolute jurisdiction to deal with small cases with a view to relieving the present pressure on the judges.

### Wolverhampton Law Society.

The annual general meeting of this society was held at the Law Library, Lich Gates, on Tuesday, the 29th ult., when the report of the council and the treasurer's accounts for 1906 were read and adopted.

The following officers were elected for the ensuing year: President, Mr. C. Byron; vice-president, Mr. R. Tildeley; hon. treasurer, Mr. T. F. Waterhouse; hon. secretary, Mr. R. Dallow; hon. auditors, Messrs. G. M. Martin, M.A., and S. W. Page. The following were elected to fill vacancies on the council: Messrs. C. N. Wright, C. L. Adams, E. T. Cresswell, H. A. May, J. Pritchard, and J. W. E. Stirik.

In accordance with the usual custom, the members of the society subsequently dined together at the Star and Garter Hotel, when there were also present the Mayor of Wolverhampton (Mr. Councillor A. B. Bantock), His Honour Judge Howard Smith, Mr. N. C. A. Neville (stipendiary magistrate), Mr. J. A. Lloyd (president of the Wolverhampton Chamber of Commerce), and Captain Burnett (chief constable).

### The Incorporated Law Society for Cardiff and District.

The annual meeting of this society was held at the Town Hall, Cardiff, on Friday, the 25th of January last, the president (Mr. H. P. Linton) occupying the chair. There was a large attendance of members.

The treasurer's accounts having been received and approved, the twenty-first annual report of the committee was considered and, after some discussion, adopted.

Mr. James Morgan was elected president, and Mr. Charles Evans vice-president, for the ensuing year, and Messrs. H. P. Linton, William Thomas, J. T. David, and H. T. Box were elected on the committee.

A revised scale for the annual subscription recommended by the committee was adopted, and the retiring auditor (Mr. C. E. Dovey) was re-elected.

Votes of thanks were passed to the retiring president, the hon. treasurer (Mr. William Bradley), and the hon. secretary (Mr. Walter Scott) for their services during the past year.

At the close of the meeting an extraordinary meeting was held, at which Mr. Jones-Lloyd proposed the appointment of a special committee for the purpose of framing alterations in the society's articles of association. Mr. William Thomas seconded the resolution, which gave rise to considerable discussion. Eventually the resolution, on being put to the meeting, was lost.

The following are extracts from the twenty-first report of the committee:

**Members.**—The number of members of the society is now 141, and of subscribers to the library 15.

**The Society's Library.**—The society's library has proved of great service to the members and subscribers during the past year, the number of issues of books in the twelve months amounting to 5,870. This is, of course, in addition to the innumerable references to the books made at the library without the removal of the books from the room. A list of the principal additions to the library made during the year is appended to this report. Within the next few weeks it is anticipated that the removal of the library from the Old Town Hall to the large and commodious rooms provided for it in the new Law Courts will take place. As soon as possible afterwards a new catalogue will be prepared and issued, and the regulations for the use of the library will be revised so that its use may be facilitated. The committee propose to establish a small reference library to consist of extra copies of some of the principal text-books and others which may be consulted in the library but not removed therefrom. The city council have kindly consented to place a telephone in the library for the use of members of the society. The instrument will be in the charge and under the control of the librarian.

**Legal Education.**—Your committee regret that no local articled clerk has obtained honours in the 1906 final examinations, and that the society's prize for that year cannot, therefore, be awarded. Mr. R. Y. Evans, who was elected as a member of the committee at the last annual meeting,



having resigned his seat, the committee, pursuant to clause 33 of the articles of association, elected Mr. L. J. Shirley to the vacant position. The subject of legal education in the district, in conjunction with the Law Society has been considered by the committee, but it has not been found practicable to deal with the matter.

## Law Students' Journal.

### The Law Society.

#### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 16th and 17th January, 1907:—

FIRST CLASS.	
Ashworth, Peter Ormerod	Hield, Herbert Adamson, B.A. (Oxon.)
Clifton, Percy James	Hill, Alfred Roland, B.A. (Oxon.)
Crutchfield, Henry	Hill, Eric Walter
De Buriatte, Ernest Arthur	Hill, William, B.A. (Camb.)
Gros, Gustave George	John, Morgan
Hughes, Hugh Burgess	Kelly, Hugh Cyril
PASSED.	
Andrews, Arthur George	Kershaw, Geoffrey Goodier
Argyle, Harold Victor	Lane, John Kirkland
Ashton, Percival John	Langhorne, Albert Edward Asquith
Batten, Nathaniel Prygge, B.A. (Oxon.)	*Lindsey, Thomas
Bavin, Charles Henry	March, Frank Percival
Billinge, John Harold	Marriott, Harold Henry, B.A. (Camb.)
Bostock, Eric Lever	Miller, Ralph
*Bowen, Charles	Morant, John Gambier
Brown, Maurice Blumfield	Morris, Alfred
Burn, Roland Clive Wallace, B.A. (Oxon.)	Morse, Percy Lapper
Butt, John Eede	Mountain, Bernard, B.A. (Camb.)
Carlisle, Frank	*Moylan-Jones, Reginald Arthur Withers
Chapman, Henry Robinson, B.A. (Oxon.)	Munns, Leslie Cecil
Cocks, Cyril Anderson	Nutter, Randall Ughtred
Commin, Robert George	Oates, George
Copeman, John Young	O'Malley, Herbert Michial
Crook, William Edward	*Owen, Ivor Stanley
Damant, Henry Kirkpatrick	*Parker, Reginald Milward Jason
Davis, Edward William	Pitt, William Pepperell
Druitt, James Victor	*Plackett, Charles Hubert
English, Richard Cornforth	Plaskitt, Hugh
*Francis, Francis Archibald	Ramsbottom, Richard
Frank, Frederick Norman	Rawcliffe, James Samuel Richard Duke
Gardam, Maurice George Hart	*Robinson, Beltran Ford
Garrett, Douglas Thornbury, B.A. (Camb.)	Rogers, Edward Ambrose Gordon
Geare, Henry Leslie	Sharpley, Basil
Graham, John Gerald	Smailes, Thomas
Green, Walter William	Sowerby, Richard Raine
Griffiths, Frederick	Stone, Francis le Strange
Grose, Thomas Alexander, B.A. (Camb.)	Swinscoe, John Reginald
*Hamer, John Lawton Parry, B.A. (Oxon.)	Taylor, Herbert Clifford Brooke
Harrison, Henry Edward, B.A. (Camb.)	Tilson, George Gwinnette Noble
Harrison, William	*Treasure, David John
Havers, Charles Somerset	Voss, Gordon Phillips
Heaven, John Gyde	Wade, John Seymour
Henderson, Archie Douglas	White, Reginald Walford
	Wilkins, Edwin John
	Wilson, Aleck Bevan Hutton B.A. (Oxon.)
	Woolley, Henry Arnold
	Young, George Henry Vernon

\* These candidates have to satisfy the Examiners in Accounts and Book-keeping before receiving a Certificate.

#### CANDIDATES FOR EXAMINATIONS IN ACCOUNTS AND BOOK-KEEPING ONLY.

Bolton, Edward Trevor, B.A. (Oxon.)	Reed, Edward Baines, B.A., LL.B. (Camb.)
Cheale, Alexander Robert, B.A. (Oxon.)	Saxton, Clifford Soames, B.A. (Oxon.)
Gibbon, Douglas Stuart, B.A. (Oxon.)	Taylor, John Norman, B.A., LL.B. (Camb.)
Hobson, Francis William Eland, LL.B. (Camb.)	Welch, James Reader
Lander, John Vernon, B.A., LL.B. (Camb.)	Whateley, Ellis George, B.A. (Oxon.)

#### FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination, held on the 14th and 15th January, 1907:—

Addie, Douglas Forrester	Archer, Paul
Allerton, John Kennedy	Ashcroft, William, B.A. (Camb.)
Annealey, Philip de Vere, B.A. (Oxon.)	Bainbridge, Thomas Benjamin
	Baker, John Dunston Sherston

Banni ter, William Wilson	Lord, Eric Douglas Capel
Baron, Stanislaus	Ludbrook, Percy
Bassett, John Cecil, B.A. (Oxon.)	Marshall, George Sims
Bennett, Francis Charles	Martin, Christopher Wallwork
Bliss, Wilfrid	Martin, Cyril Joseph
Bond, Alfred Dalton	Mears, Arthur George
Booth, Edwin Robert	Middleditch, Benjamin
Box, Richard Edward	Mitchell, Albert Jeffery
Brook, Walter Albert	Nelson, Richard Albany, B.A., LL.B. (Camb.)
Burt, Howard Frank	Noyes, Henry
Carmichael, James Fell Scott	Oakey, Percy William
Carter, George	Olley, Harry Herbert
Chadwick, John Frederick	Pitman, William John
Chambers, Alfred William	Poole, Gilbert Sandford
Clark, Wilfrid John	Port, Herbert Walter
Coates, George Thomas	Price, George Meyrick
Coates, Robert Harold	Proudfoot, Reginald
Curtis, Henry George	Read, Philip Austin Otley
Davidson, Ernest Alexander, B.A. (Oxon.)	Reed, Andrew Gordon
Dawson, John Kenneth Bousfield, B.A. (Oxon.)	Rees, John Thomas
Day, Thomas Fairchild	Richardson, Nowell, B.A. (Oxon.)
Denby, Robert Coventry	Ridgway, Alfred Douglas
de Rhodes, Stanislaus	Roberts, John Kerfoot
Hastings	Robinson, Vincent Hillier
Dickinson, William John Wentworth	Rodenhurst, Vincent William
Dodds, Robert Carr	Rutherford, Mark
Dodson, Fred Stanley	Sanger, John Edgar
Donne, Francis Henry	Sargent, Reginald William Fitz-Gerald
Eccleston, Albert George	Saywell, Bennett Greasley
Fisher, Francis Templer	Seddon, John
Flower, Frank	Sell, Wilfrid Hazell, B.A. (Camb.)
Foster, Horace Harford	Smith, Edgar Emile Bradley
Garrett-Pegge, Robert Owen, B.A. (Oxon.)	Smith, Edward Arthur Last
Godfree, Leslie Allison	Smith, John Frederick
Green, William Proctor	Smith, Turberville
Greiner, Alfred Gotthelf	Taylor, Sidney Ormerod
Gunn, Sinclair Powell	Taynton, Cyril Henry
Hannay, Alexander Kay, M.A. (Oxon.)	Tearle, Ralph Greenville
Harby, Ashley Robert Stephenson	Tewson, Donald Cameron
Hardman, Harold Payne	Topham, Ernest Kruger
Isherwood, Frederick Thomas Vincent, B.Sc. (Oxon.), LL.B. (Liverpool)	Turner, Montagu Trevor
Johnson, Stanley	Vornberger, Frank
Jones, William Herbert	Walsh, John Lister
Langston, Neville Alfred Gwynn	Ward, Percy John
Lawrence, Norman	Warner, Stephen Alfred, B.A. (Oxon.)
Laxon, Frank	Watt, Lewis
Layton, Humphrey Benedict	Weir, Charles Spottiswoode
Lightbody, Malcolm Russell, B.A. (Oxon.)	Wilkinson, James
Livesey, Richard Edmondson	Williams, John
Lloyd, Albert Stewart, LL.B. (Liverpool)	Williams, Owen Henry Mouldale
	Wilson, Edward Other, B.A. (Oxon.)
	Woodgate, Frank Messenger
	Worsley, Frank Howard
	Worsley, William
	Wright, Edmund Lancelot
	Young, John Arthur

#### Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY. — Jan. 29. — Mr. Edward Evershed in the chair. — A joint debate was held with the Liverpool Law Students' Association. The following question was discussed: "That the House of Lords as at present constituted is opposed to the interests of the country." Mr. F. L. Cook, B.A., of Liverpool, opened the debate, and Mr. W. H. C. Sharp, B.A., of Birmingham, followed in the negative. The speakers for the affirmative were Messrs. W. Kentish (Birmingham), M. E. Barne, B.A. (Liverpool), A. R. O'Connor (Birmingham), T. R. Owens (Birmingham), and H. S. Hall (Birmingham); and for the negative Messrs. D. Aukland, LL.B. (Liverpool), G. W. Springthorpe (Birmingham), T. H. Bethell (Birmingham), and H. C. Maclean (Liverpool). The chairman summed up, and the resolution, on being put to the meeting, was lost. After a vote of thanks to the chairman the meeting closed.

Most Englishmen, says the *Globe* in "Wig and Gown," are proud of their own judicial system whenever they have an opportunity of contrasting it with that of any other country. The extraordinarily long process of impanelling the jury in the Thaw case has afforded a rare opportunity of the kind. Here in England the right of a prisoner is limited to twenty peremptory challenges in a murder case. The Crown, on the other hand, may challenge any number of jurors peremptorily, provided that enough are left to go on with the trial. Even here, however, cases have been known in which hundreds of jurymen have been summoned. "I remember a trial," Chief Justice Erie once said, "in which there were four or five prisoners to be tried, and in anticipation of their scoring in their challenges, the Sheriff had four hundred jurymen present at the Old Bailey in order that their challenges might be satisfied." But it is now exceedingly rare for this right of challenge to be exercised in English courts at all.

## Obituary.

### Judge Mansel Jones.

Judge Mansel Jones, who had a paralytic stroke while sitting at Sheffield County Court on Wednesday the 30th ult., died on Saturday, the 2nd inst. He was the son of Herbert George Jones, sometime Judge of Clerkenwell County Court. Born in 1836, Judge Mansel Jones was called to the bar in 1859, and was a reporter on the staff of the *Weekly Reporter* from 1860 to 1864. He practised on the South-Eastern Circuit, and was for many years counsel to the Board of Trade in wreck inquiries, and since 1885 commissioner for the trial of municipal election petitions. He was appointed a County Court Judge, Circuit No. 13, in 1902.

### Mr. Markham Spofforth.

Mr. Markham Spofforth, who died on Saturday, the 26th ult., in his 82nd year, had been a Senior Taxing Master in Chancery since 1876. He was the second son of Mr. S. Spofforth, of Newfields, near Howden, Yorkshire, and was born in 1825, being educated at Barnsdale. At the request of Lord Derby and Mr. Disraeli Mr. Spofforth undertook the reorganisation of the Conservative party, and continued to act as principal Conservative agent for twenty years. At the time Mr. Spofforth undertook this work, rendered necessary by Peel's loss of the support of the Conservative party by obtaining the repeal of the Corn Laws, all the leading Tory agents had refused to act, and only about forty recognized the Carlton Club. The result was that new legal agents had to be appointed throughout the counties and boroughs of England. Mr. Spofforth was twice married, first, in 1858, to the daughter of the late Mr. J. C. Loudoun, and secondly, in 1896, to the widow of Colonel Mellor, M.P.

### Sir Godfrey Lushington.

We regret to announce that Sir Godfrey Lushington, who was so long connected with the Home Office, first as counsel, afterwards as Assistant Under-Secretary, and finally as Under-Secretary of State, died on the 5th inst. at his residence at 34, Old Queen-street, S.W. Sir Godfrey Lushington was a member of a family which has had, and still has, many representatives at the bar and in the public service. His grandfather, the first baronet, of South Hill Park, Berks, was chairman of the East India Company; his father, Sir Stephen's second son, was the Right Hon. Stephen Lushington, M.P., the eminent civilian Judge of the Admiralty and Chancellor of the Dioceses of Rochester and London; and one of his uncles was the late Mr. Charles Lushington, M.P. for Westminster. Sir Godfrey was the fifth and youngest son of Mr. Stephen Lushington, and was born in March, 1832. He was educated at Rugby and at Balliol College, Oxford, where he obtained a first class in classical moderations in 1853, and a first in lit. hum. in 1854, being also placed in the fourth class in the final school of mathematics. In 1858 he was elected a Fellow of All Souls, and in the same year he was called to the bar by the Inner Temple. In 1869, being then a barrister of eleven years' standing, he was nominated counsel to the Home Office; in 1876 he became Assistant Under-Secretary, and in 1885, he was appointed Permanent Under-Secretary. He retired in 1895. After leaving the Home Office he accepted nomination and served for a time as an alderman of the London County Council. He resigned the aldermanship in 1898. Sir Godfrey received the Knight Commandership of the Bath in 1892, and was further decorated with the G.C.M.G. in 1899. He married, in 1865, Beatrice Anne Shore, daughter of Mr. Samuel Smith, of Combe Hurst, Surrey.

## Legal News.

### General.

The retirement of Mr. Alexander Mortimer from his position as one of the reporters for the Law Reports, in a division of the Court of Appeal, deprives the court and the profession generally of his valuable services. Mr. Mortimer's long career as a reporter on the Law Reports, extending over thirty-one years (twenty-one of which have been in the Court of Appeal), is known to and appreciated by all, and he has left his mark in the Law Reports by a number of reports of which the literary style and finish, combined with accuracy, are distinguishing characteristics. His unvarying courtesy and kindness to all those whose duty it was to report in the same court with him will always be a pleasant recollection, and his retirement is felt by them as a personal loss. From 1865 to 1869, Mr. Mortimer was on the staff of the *Weekly Reporter*.

"E. L. B.," writing to the *Times* with reference to the late Judge Mansel Jones, recalls the fact that he rowed stroke of the Cambridge boat which defeated Oxford in the sensational race from Mortlake to Putney in the year 1856. "This victory," he says, "was all the more creditable to him from the fact that in the course of the race Cambridge had to 'easy all' twice on account of a formidable crab caught in the midships of their boat, which resulted in their ship being half-filled with water (I quote from a contemporary record). It may be noted that there were three double Blues in these crews, of whom two—namely, Canon McCormick, rector of St. James's, Piccadilly, and G. Bennett, are happily still with us. Having been a spectator of this, one of the closest contests which have ever taken place between the Universities, I hope it is not out of place for me to record the above facts."

The president (Mr. Henry Atlee), the vice-president (Mr. E. K. Blyth), and the Council of the Law Society entertained a large party at dinner at the Society's Hall on Wednesday evening. Among the guests the following were present: The Lord Chancellor, the Master of the Rolls, Mr. Justice Joyce, Lieutenant-Colonel Sir Arthur Bigge, Sir George Lewis, Sir W. S. Pridaoux, Sir John Watney, Mr. J. Eldon Banks, K.C., Mr. A. Macmorran, K.C., Mr. Adrian Pollock, Mr. G. W. Tallents (Mayor of Westminster), Mr. A. M. Galer, Mr. C. G. Goschen, Mr. C. H. Morton, Mr. B. A. Cohen, Dr. John Atlee, Mr. J. A. Druce, Mr. Harold Brown, Mr. T. Withers, Mr. J. A. Howard Hooker, Mr. A. E. Savill, Mr. Gordon W. Turner, Mr. J. F. W. Galbraith, Mr. T. T. Blyth, Mr. J. Kershaw, jun., Mr. H. Warren Jones, Mr. C. E. Haselfoot, Mr. E. T. Hall, Mr. F. G. Evan Jones, Mr. W. F. Cunliffe, Mr. W. Dowson, Mr. J. B. Hartley, Mr. R. C. Cane, Mr. Weeden Dawes, Mr. W. W. Paine, Mr. M. J. Greener, Mr. P. Gellatly, Mr. G. A. Parton, Mr. A. E. Cowley, Mr. T. J. Edwards, Mr. J. J. Withers, Mr. J. E. Williamson, Mr. A. J. M. Duncan, Mr. H. B. Lawford, Mr. E. E. Crundwell, Mr. G. C. Whiteley, Mr. G. H. Rigby, Mr. Williamson, Mr. Bucknill, Mr. Brown, and Mr. Sinclair. The following members of the Council were also present: Mr. Barker, Mr. Bristow, Sir Henry Fowler, M.P., Mr. Gillett, Sir John Gray Hill, Sir John Hollams, Mr. Johnson, Mr. Margetts, Mr. Morrell, Mr. Rawle, Sir A. K. Rolitt, Mr. Samson, Mr. Trower, Mr. Turner, Mr. Wightman, Mr. Winterbotham, Mr. Cullimore, Mr. Eggar, and Mr. Longmore.

The London County Council give notice that the Board of Agriculture and Fisheries have, by the Dogs Order, 1906, made under section 2 of the Dogs Act, 1906, revoked Article 10 of the Rabies Order of 1897. The regulations made thereunder by the council providing for the muzzling of all dogs not under the control of any person and not wearing a collar upon which the name and address of the owner are legibly inscribed are accordingly also revoked. The council, under the provisions of the Dogs Order, 1906, made, on the 22nd of January, 1907, the undermentioned regulations to take the place of those which the order revokes: (1) No dog shall be allowed to be in any highway or place of public resort unless wearing a collar with the name and address of the owner inscribed on the collar or on a plate or badge attached thereto, provided that this regulation shall not apply to any pack of hounds, or any dog while being used for sporting purposes, or for the capture or destruction of vermin, or for the driving or tending of cattle or sheep; (2) the expression "highway" and the expression "place of public resort" in these regulations shall include any place to which the public have, for the time being, access, whether on payment or otherwise; (3) if any dog found in a highway or in a place of public resort is not wearing a collar as prescribed by these regulations, the owner of the dog and the person for the time being in charge thereof, and the person allowing the same to be in the highway or in the place of public resort in contravention of these regulations, shall, each according to and in respect of his own acts and defaults, be deemed guilty of an offence against the Diseases of Animals Act, 1894; (4) these regulations shall take effect and be in force on and after the 1st of February, 1907.

Mr. Henry C. Trollope, F.S.I., in a letter appearing in the *Times* of the 6th inst., says: "May I be permitted to call serious attention to the want of proper accommodation for juries in waiting at the Law Courts? Much of the building is most unfortunately and inconveniently arranged; but I venture to suggest the central hall, which is usually a howling wilderness—there are two people in it at the moment of writing (noon)—might be made more use of, and suitable arrangements provided for the convenience and comfort of those whose attendance has been requisitioned. In conspicuous positions about the hall might be several electric signs, with bells controlled by the various courts, and when occasion arises the signal could be made, 'Court 7—jury required,' in much the same way as division bells are rung in various rooms and buildings in connection with the House of Commons. The congested state of the courts themselves would be relieved from the useless attendance of the unfortunate jury in waiting, who in many cases have to stand about for hours in draughty, badly-lighted passages and gangways. There is another important point which could be readily improved, and that with slight trouble—namely, the enlargement of the jury boxes, which are far too cramped—in fact, the present accommodation of the boxes in question is calculated to occupy jurymen's minds with feelings of resentment at the treatment meted out to them, whereas their whole attention should be centred on the cases on which their verdict is sought. Four important days have I had fruitlessly cut up owing to the antiquated arrangements for calling the jury, the discomfort of which might readily have been in some degree mitigated by the adoption of some such measures as I have indicated, with the addition of a properly appointed restaurant with smoking-room and retiring-room attached."

In charging the grand jury for the county of Devon, on the 4th inst., says the *Times*, Mr. Justice Darling said that he had been asked to mention a matter which, he was told, had given rise to a very considerable difference of opinion amongst magistrates and other persons in the county, and especially among those who were summoned to attend on grand juries. He had been asked to consider that matter in order to put at rest any doubts that might exist upon it; and before he had made up his mind what to say he had consulted the other judges of the King's Bench Division. What he was going to say was with the assent of them all, and was the expression of their collective opinion. A question had arisen whether, when bills came before a grand jury, the foreman of the grand jury was alone to be made acquainted with the fact that a bill, as was sometimes the case, charged previous convictions against the person against whom the bill was presented. He was given to understand that some had thought it was the foreman's privilege alone to be made acquainted with the previous convictions, and that the other members of the grand jury



were not so entitled. This was an erroneous idea altogether. The foreman of the grand jury did not reside in the way that a judge presided in court. The inquiry before the grand jury was totally distinct and different from the proceedings in the open court of justice. It was always the function of a grand juror, if he had knowledge beyond what was communicated to him, to give the country the benefit of that knowledge by either presenting or ignoring a bill. The proceedings before a grand jury were not, and never had been, limited by the strict laws of evidence as enforced in the public tribunal; and there was a very good reason for it. It all depended upon how the foreman was chosen. It might very well be that the foreman had no more knowledge of the technicalities of the law than any of the other grand jurors, for in some counties—and he believed it was so in Devonshire—the foreman was always the gentleman of the highest rank. His object in making these observations was to set at rest the doubt; and he would only say that they might take it as being accepted and good law that whatever the foreman of the grand jury was entitled to know was equally to be shared by the other members of the grand jury.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE OF				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEEWICK.	Mr. Justice JOYCE.
Monday, Feb. .... 11	Mr. Church	Mr. Beal	Mr. Carrington	Mr. Bloxam
Tuesday ..... 12	King	Farmer	Pemberton	Borror
Wednesday ..... 13	Farmer	Beal	Carrington	Bloxam
Thursday ..... 14	Beal	Farmer	Pemberton	Borror
Friday ..... 15	Pemberton	Beal	Carrington	Bloxam
Saturday ..... 16	Carrington	Farmer	Pemberton	Borror

  

Date	Mr. Justice SWINNEY ROTA.	Mr. Justice WARRINGTON.	Mr. Justice NAVILLE.	Mr. Justice PARKER.
Monday, Feb. .... 11	Mr. Theod.	Mr. King	Mr. Leach	Mr. Gresswell
Tuesday ..... 12	Goldschmidt	Church	Gresswell	Leach
Wednesday ..... 13	Theod.	King	Leach	Goldschmidt
Thursday ..... 14	Goldschmidt	Church	Gresswell	Theod.
Friday ..... 15	Theod.	King	Leach	Borror
Saturday ..... 16	Goldschmidt	Church	Gresswell	Bloxam

## The Property Mart.

### Result of Sale.

REVERSIONS, LIFE INTERESTS, LIFE POLICIES, &c.

Messrs. H. E. FOSTER & CHANFIELD held their usual Fortnightly Sale (No. 623) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £7,300.

ABSOLUTE REVERSIONS:	
To One-eighth of Consols and Property...	Sold 410
To £2,897	2,910
To £822	250
To about £1,500	778
LIFE INTEREST in Freeholds in Berkshire; also REVERSION to Same Fund	405
LIFE POLICIES:	
For £1,000	510
For £5,000	2,370
PATENTS, STOCK, &c., of the Patent Plastic Bust Syndicate (Limited)	470

## Winding-up Notices.

London Gazette.—FRIDAY, Feb. 1.  
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CANADIAN RAILWAYS FINANCE CO., LIMITED—Petn for winding up, presented Jan 28, directed to be heard Feb 12. Preston, Coleman st., solr for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 11.

COOPER, BOX & CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to Frederick Edwin Bodkin and John Lussignea, 7, Love la, Wood st. Lewadcs & Son, George st., Mansion House, solrs for liquidators.

FRANK MOCHFIELD, LIMITED—Petn for winding up, presented Jan 23, directed to be heard Feb 12. James & Co., Coleman st., solrs for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 11.

GARRIDE, SIDDALL & CO., LIMITED—Petn for winding up, presented Jan 10, directed to be heard at the County Court House, Owen st., Huddersfield, on Feb 14, at 11. Jubb & Co., Halifax, solrs for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 13.

GAYTON & SON, LIMITED—Petn for winding up, directed to be heard Feb 12, at 10.30. Joseph, Fore st., Moorgate st., solr for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 11.

GRANT CENTRAL GARAGE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 28, to send their names and addresses, and full particulars of their debts or claims, to Frederick William Lord, 87, Wallbrook. Cooper & Co, Brook House, Wallbrook, solrs for liquidator.

H & R POWELL, LIMITED—Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to Robert Harrison, 34, Redcliffe gh., liquidator.

MARRINGTON, LIMITED—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to James Edward Costello, 90, Cannon st., liquidator.

HOWDEN & CO., LIMITED (of Wakefield)—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to Robert William Hope Bunt, 15, King st., Wakefield, liquidator.

MARCHESTER AND MILFORD ENGINEERING CO., LIMITED—Creditors are required, on or before March 11, to send their names and addresses, and the particulars of their debts or claims, to Wm. Felix Poole, 24, Consul st., Spring st., Reddington, liquidator.

PANAY MINING CO., LIMITED—Creditors are required, on or before March 4, to send their names and addresses, and the particulars of their debts or claims, to J H Wrenn, 117 and 119, Leadenhall st., liquidator.

R. WARR, LIMITED—Creditors are required, on or before Feb 22, to send their names and

addresses, and the particulars of their debts or claims, to C H Bryan, 28, Mostyn st., Llandudno, liquidator.

THOMAS E. HOPSWELL & CO., LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to William Henry Steer, Castle House, Exeter. Dunn & Baker, Exc'rs, solrs for liquidator.

WOLVERHAMPTON BRICKWORK CO., LIMITED (IN LIQUIDATION)—Petn for winding up, presented Jan 12, directed to be heard Feb 8, at 10. Rogers King st., Chesapeake, solr for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 7.

London Gazette.—TUESDAY, Feb. 5.

JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

ARGENTINE RAILWAY CONSTRUCTION CO., LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 11, Innsmonger ln, liquidator.

BLAKEY BROTHERS, LIMITED—Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to Richd. Sands, 12, Victoria st., Nottingham, liquidator.

EAST FICKERTY HANDWORK CO., LIMITED—Petn for winding up, presented Jan 4, directed to be heard at the Town Hall, Barret, Feb 19, at 11. Collyer & Davis, Abchurch la, solrs for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 18.

G. A. MORGAN, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 1, to send their names and addresses, and particulars of their debts or claims, to George Bourne, Sentinel bldg., Foundry st., Hanley, liquidator.

HENRY GLOVER, SON & CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 15, to send their names and addresses, and full particulars of their debts or claims, to Waddington, Bradford, solr for liquidators.

LIVERPOOL APOTHECARIES CO., LIMITED—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to Mr A. McGregor Milligan, 44, Castle st., Liverpool. Collins & Co, Liverpool, solrs for liquidator.

PETER MILNER & SONS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to Harry Hackett, 71, Temple row, Birmingham. Edge & Hillson, Birmingham, solrs for liquidator.

SHIP SHAW AND INSURANCE CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Richard O Amlot, 7, Southwark st. Graham & Co, Old Jewry chambers, solrs for liquidator.

SEAQUAY BAY ASSOCIATION, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Francis Drake Leslie, 74, Coleman st., liquidator.

## Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 21.

APCAR, ARABATON THOMAS, Calcutta, India, Barrister at Law March 1 Morgan & Co, Old Broad st.

BAIKER, CHRISTOPHER, West Scarborough, Sanitary Superintendent March 9 Cook & Fowler, Scarborough

BALCHIE, MARY ANN, Croydon Feb 14 Hood, Croydon

BRALIST, EMILY SARAH, Gilmour, Farnborough March 4 Gasquet & Co, Mining la

BLACKETT, WILLIAM, Leeds Feb 18 Scott & Turnbull, Leeds

BLACKIE, JAMES, Leeds, Steam Plough Engineer Feb 18 Scott & Turnbull, Leeds

CLARK, THOMAS, Goswell rd, Tobaccoist Feb 28 Shenn & Co, Bedford row

DEYDOR, ANNIE, Roanley, Northumberland Feb 15 Brett, Morpeth

ELLIS, JAMES, Holbeck, Leeds Feb 18 Scott & Turnbull, Leeds

FELDMAN, FRANCES, Tollington Park Feb 25 Spottiswoode, Norfolk st

FILLARD, SAMUEL, Smith, Kent Feb 18 Wood, Finsbury sq

GIBBS, JOHN GREGORY, Stroudham Feb 14 Miller & Co, Telegraph st

GIBSON, JOHN, Kingston on Thames Feb 24 Morton & Co, Edinburgh

GRAVES, ISABEL, West Kirby Feb 18 Lamb & Co, Birkenhead

HANMOND, JAMES, Colnbrook, Bucks Feb 25 Barrett & son, dough

HAYWOOD, WILLIAM, Stratford, Lincs, Bookseller Feb 23 Mohrman & Co, Manchester

HOPKINS, LUOT, Chestham, Manchester Feb 23 Sutton & Co, Manchester

HUGHSTON, JOHN, Rainhill, Lancs Feb 28 Owen, Liverpool

HOWELL, CATHERINE MAUD, Wandsworth March 4 Kumbere & Solesman, Lombard st

HOWELL, CHARLES EDWARD, Rhylport, Merioneth, Montgomery, Solicitor March 20

HOYLE, JAMES, Oldham March 1 Watson & Son, Oldham

LANBERT, CHARLES HENRY, Wymham rd, Harro Hill Feb 28 Hurford & Taylor, Bedford row

MITCHELL, THOMAS LEASE, Liverpool, Joiner Feb 28 Hunter, Liverpool

MOUNTAIN, JAMES, Haywood, York, Gardener Feb 16 Scott & Turnbull, Leeds

MURKIN, JOSEPH, Rotherham, shovel Manufacturer March 25 Bradford, Rotherham

PEARCE, ROY GEORGE PHILIPS, M A, Gloucester Feb 25 Treasurer, Gloucester

FRANCIS, MARY JANE, Crouch Hill, Mar 24 Barker & Mayfield, Hull

PLAISTER, JOHN, Wincoburne, Somerset, Farmer Feb 18 Smith & Sons, Weston super Mare

POSTAGE, MARIA, Sutton Bridge, Lincs Feb 25 Burton, Folkeham

POWELL, THOMAS, Victoria st March 25 Tassell & Son, Faversham

PRICE, JOHN, Llandaf Feb 21 Hughes & Lewis, Bridgend

RICE, ELIZABETH, Gloucester ter, Hyde Park Feb 20 C. Jones & Sons, Lancaster pl, Strand

ROLLINSON, CHARLES, Chesterfield, Derby March 9 Gratton, Chesterfield

SHAW, KATE HARRIS, wsworth Feb 28 Simpson & Co, Southwark st

SHAW, MARY ANNE, Walton, Liverpool March 1 Holt & Co, Manchester

STRAKE, ALFRED, Ipswich, Lead Merchant Feb 18 Josselyn & Sons, Ipswich

STEVENS, JULIAN THOMAS, Gordon sq, Barrister Feb 25 Hills & Halsey, Lincoln's inn fields

TAYLOR, ELIZA JONES, Southport Feb 23 Ogden, Oldham

THOMPSON, EDWARD, Roundhay, or Leeds Feb 18 Scott & Turnbull, Leeds

WALL, JOHN, Howlston, Hereford, Farmer Feb 19 Allen & Carter, Hereford

WHEATLY, GEORGE ALBERT, Northumberland, Draper Feb 18 Fender & Co, Newcastle on Tyne

WILLIAMS, EDWARD DAVIES, Camden Town Feb 25 Heygate & James, Wellingborough

London Gazette.—FRIDAY, Jan. 25.

ALLEN, SAMUEL, Sale, Cheshire March 1 Simpson & Simpson, Manchester

BARKER, JESSIE HALL, Huddersfield March 5 Fox & Co, Victoria st

BARKLEY, JOHN, Droyliden, Lancs March 1 Chorlton & Son, Manchester

BRIDGMAN, VINCENT, Hayle, Phillack, Cornwall Feb 18 Bunn, Farnham

BLANFITT, JAMES ANN, Woodhouse Carr, Leeds Feb 25 Pechover & son, Leeds

BRIDGES, MARIANNE AUGUSTA, Belvedere grove, Wimbledon March 25 Todd & Co, Chancery ln

BRIDGES, CHARLES GREY, Brighton Feb 25 Scales, Hove

BRIDGES, MARY, Wyde Green, Warwick Feb 25 Cottrell & Son, Birmingham

BURCHARD, JOHN, Forest Hill, Levensham March 25 Palmer & Co, St Helen's pl

CANTER, ROBERT, Worthing March 1 Vennell & Son, Worthing

CHOLEY, DIANA, Bath March 9 Stone & Co, Bath

CHONG, MARY, Milton, Barnstable Feb 23 Toller & Co, Barnstable

COLDREY, SARAH ANN TRENDA, Nughy, Luncheon Feb 15 Watkiss & Thompson, Nughy

COX, JOHN ANDERSON, Castellain rd, Maida Vale March 8 Harston & Bennett, Bishopsgate Within  
 DREKE, WALTER MOLESWORTH, Lokoja, N Nigeria Feb 23 Toller & Co, Barnstaple  
 DOWLING, WILLIAM, Doncaster, Hay Dealer Feb 23 Taylor & Capes, Doncaster  
 ELLIOT, JOSEPH, North Shields, Builder March 5 Dickinson & Co, Newcastle on Tyne  
 ELLIS, ALICE ANN, Manchester March 7 Batty & Co, Manchester  
 EVANS, SUSANNAH ELIZABETH, Trevacon, Pembroke Feb 18 Price & Son, Haverford-west  
 FERRIS, Right Hon MARY ANN BARONESS, Merriem, Dublin March 1 Slaughter & Colgraves, Arundel st, Strand  
 FISHER, FREDERICK ALFRED, Brighton, Physician Feb 23 Tatham & Lonsdale, Old Broad st  
 FRITH, EDWARD BLACKSTONE COKEYNE, Market Lavington, Wilts April 1 Radcliffe, Devizes  
 GALLARD, CHARLES JOHN, Tunbridge Wells, Builder March 9 Stone & Co, Tunbridge Wells  
 HANBURY, MARY, Burnham, Bucks Feb 28 Monier-Williams & Robinson, Gt Tower st  
 HARRIS, JOHN, Southampton, Electrician March 9 Hallett & Martin, Southampton  
 HARRISON, JOHN, Mowall Hill rd, Highgate, Tobacco Pipe Manufacturer Feb 21 Clarke & Co, Duncan st, Islington  
 HOPWOOD, SUSAN FANNY, Middleton Feb 15 Lewin & Co, The Sanctuary, Westminster  
 HULME, JOSEPH, Moorfield, Oldham, Lancs March 4 Longbottom & Sons, Halifax  
 JOHNSON, MARY JANE, Leicester Borough Asylum March 13 Toller & Pochin, Leicester  
 KIRBY, REV WILLIAM WILSON, Beaconsfield Feb 28 Peake & Co, Bedford row  
 LAMMER, JOSEPH, Norwich Feb 24 Blyth, Norwich  
 LASCONE, LOUIS ANN, Hyde, 1 of W March 25 Bone & Co, Devonport  
 LIVESY, FREDERICK WILLIAM, Withington, Manchester March 8 Bowden & Livesey, Manchester  
 MACKINSON, ALICE, Pipe Gate, Woore, Salop Feb 28 Upton, Market Drayton  
 MANSHIP, EDWIN, Leicester, Painter Feb 7 T Maniship and CH Dale, Leicester  
 MELVILLE, WILLIAM, Trump st Feb 23 Smith, Finsbury sq  
 MORLEY, ELIZABETH, Sowerby, nr Halifax Feb 23 Shaw, Hebden Bridge  
 NICHOLL, WILLIAM APPELBYARD, Halifax March 9 Clarkson & Buckley, Halifax  
 PEARCE, FREDERICK BEDFORD, March 15 Peake, Bedford row  
 PEARSON, WILLIAM JOHN, Stockton on Tees, Contractor at Ironworks Feb 28 Pearson, Holt, Norfolk  
 PHELPS, GEORGE, Bristol Feb 25 Tuckett, Bristol  
 RICH, GEORGE, Brighton Feb 24 Woolley & Bevis, Brighton  
 ROBERTS, MARGARET ANN, Carnarvon Feb 23 Carier & Co, Carnarvon  
 ROBERTS, JAMES THOMAS, Coleman st, Solicitor March 1 Rossiter & Odell, Coleman st  
 RUSSELL, ELIZABETH, Willenborough, nr Ashford, Kent Feb 28 Cook & Ellis, Mark in St Andrew st, Fraser, Gravely Hill, nr Birmingham Feb 28 Cotterell & Son, Birmingham  
 SCOTT, EDWARD, St Albans, Hat Manufacturer Feb 15 Robinson, St Albans  
 SHACKLETON, MARY, Halifax Feb 1 Horner & Sampson, Bradford  
 SHAW, EDWARD ARTHUR, Stoke upon Trent, Potter March 8 Knight & Sons, Newcastle  
 SHAW, WILLIAM, Hawes, Yorks Feb 9 Swarbrick & Willan, Hawes, 80, Yorks  
 SHUKLAHAN, GRACE SWANSTON, Southsea March 1 Allen, Portsmouth  
 SPRINGATE, ELIZABETH, Fernies rd, Balham Feb 23 Lanfear & Co, Cannon st  
 STANKE, JOHN BENEDICT, Lancaster Feb 21 Holden & Co, Lancaster  
 STRAD, JOSEPH, Heckmondwike Feb 19 Ibberson, Heckmondwike  
 THOMAS, MARGARET, Gloucester March 20 C & W Koushole, Aberdare  
 THOMPSON, JOHN, Stanhope, Durham, Solicitor Feb 9 Thompson, Stanhope  
 WINTER, WILLIAM FELHAM, jun, Southsea, Builders' Merchant March 1 Allen, Portsmouth  
 WOOD, SAMUEL, Saltire, Shipley, Yorks, Labourer Feb 20 Atkinson, Shipley

London Gazette.—TUESDAY, JAN. 29.

ANDREWS, LOUIS HARRY JOHN, Hamburg, Merchant Feb 16 Plunkett & Leader, St Paul's churchyard  
 APPLETON, GEORGE, Landswedneck, Cornwall, Surgeon March 9 Tryack, Helston  
 ARBUTHNOT, HUGH GOUON, Gt St Helena Feb 26 Francis & Johnston, Gt Winchester st  
 ASLEY, JOHN CLARK, Urmston Feb 26 Orford & Sons, Manchester  
 ATKINSON, ISABELLA, Pilling, Lancs Feb 28 Maxsted & Co, Lancaster  
 BALFOUR, THOMAS, St Albans, Engineer Feb 28 Brown, Luton  
 BARNISTER, EMMA, Elspeth rd, Battersea March 4 Corneille & Berney, Wandsworth  
 BARNES, JAMES, Ilkeston, Licensed Victualler Feb 8 Thorpe, Ilkeston  
 BENNETT, WILLIAM HENRY, Fairfield, Derby March 13 Bennett & Co, Buxton  
 CALLOW, BRIDGET, Forehill, Pontefract Feb 28 O'Hare, Liverpool  
 CANNISTON, JOHN CHARLES, Eastbourne March 2 Boyce, Winchester House  
 CANNON, ERNEST WALTER, Barmet, Stationer Feb 28 Hocombe, John st, Bedford row  
 CANNON, HENRY, Little Heath, Herts, Engraver Feb 28 Hocombe, John st, Bedford row  
 CASE, CATHERINE, Brook st, Southwark Feb 28 Langhams, Bartlett's bldgs, Holborn  
 CHAPLIN, OSCAR HORACE, Taplow, Bucks March 12 Allen & Son, Carlisle st, Soho sq  
 COOPER, ELIZA, Plaistow, Essex March 23 Fraser & Son, Southampton st, Bloomsbury  
 CRIGGS, JAMES, Porten pl, Connaught sq Feb 8 Edwards & Sons, Moorgate st  
 DAVIES, HARRY, Southey, Northey Feb 23 Driver, Watwick st, Gray's inn  
 EYRE, MARY ALLODOD, Middleton Tyas, nr Richmond, Yorks Feb 11 Clayton & Gibson, Newcastle on Tyne  
 FRITH, REBECCA, Clapham Park rd, Clapham, Beerhouse Keeper Feb 27 Whiteley, High st, Southwark  
 FROST, GEORGE ANDREWS, Chingford, Essex, Baker March 2 Pedley & Co, Bush In Gething, DANIEL, Troedyrhyf, Blacksmith Feb 28 Reynolds, Merthyr Tydfil  
 GRABHAM, THOMAS, Dearham, Cumberland, Beerhouse Keeper Feb 26 Cramer & Mason, Maryport  
 GUEST, ELIZA, Kingston upon Hull March 1 Morgan, Hull  
 HALL, SARAH, Grove Park, Chiswick March 7 Underwood & Co, Hollis st, Cavendish sq  
 HAYES, HENRY, Barnsbury, Cab Proprietor Feb 25 Clarke & Co, Duncan st, Islington  
 HEED, ANN, Corney, Cumberland Feb 21 Clark & Son, Broughton in Furness  
 HICK, PETER, Hutton Buscel, Yorks, Builder March 1 W & S Drawbridge, Scarborough  
 HICKS, JOHN COVERDALE, Gray's inn sq Feb 28 Wigan & Co, Gray's inn sq  
 JONES, MARIA, Bosc, Hereford March 8 Fox & Co, Victoria st  
 JOPE, JOHN, Marc, Wils March 31 Ballantyne, Leadenhall st  
 KAY, SARAH JANE, Bolton, Lancs, Bookseller March 23 Fairbrother, Bolton  
 KELLY, ELIZABETH SOPHIA, Ramsgate March 12 Harrison, Bedford row  
 KIRK, JOHN, Brixton hill March 8 Pownall & Co, Staple inn, Holborn  
 MARTIN, MARY, Patcham, nr Brighton March 7 Stackey & Co, Brighton  
 MERRIMAN, CATHERINE, Knutsford, Chester Feb 28 Pattison, Lincoln's inn fields  
 MORRELL, NOEL HAY, Woulford, Berks Feb 28 Morrell & Co, Oxford  
 MORTIMER, MARTHA, Kilcock, North Newton, Wilt April 1 Radcliffe, Devizes  
 MORTIMER, GEORGE, Kingfield, Cumberland March 1 Mounsey & Co, Carlisle  
 MOUNSEY, JULIA GRACE JESSIE JANE, Carlisle March 1 Mounsey & Co, Carlisle  
 NELSON, ANN, Howgrave, nr Ripon, Yorks March 9 Edmundson & Gowan, Ripon  
 PACKER, JOSEPH JAMES, Portsmouth March 2 Blandy & Chambers, Reading  
 PHILIP, EDWARD RAWLINGS, Plymouth Feb 23 Bond & Pearce, Plymouth  
 REDMAN, ALLISON, Burnston, Yorks, Blacksmith Feb 6 Watts & Co, Scarborough  
 SELMAN, MAURICE ALFRED LANGAHEINE, Ferntree Gully, Victoria, Australia Feb 28 Stanley & Co, Lodge hill  
 SINGLETON, WILLIAM SHAW, Tadcaster, Yorks, Rug Manufacturer Feb 25 Scott & Turball, Leeds  
 STALLARD, WILLIAM KEYHAM, Somerset, Yeoman March 30 Fedden, Bristol  
 STEINBERG, ELIZABETH, Foulton le Hyde, Lancs Feb 15 Gaultier, Fleetwood  
 TARR, MELINA, Bristol March 23 King, Bristol  
 TUNSTALL, JAMES, Withington, Manchester March 25 Marriot & Co, Manchester  
 WALKER, JOSEPH COLLIS, Nottingham, Lace Manufacturer Feb 28 Spranger, Nottingham  
 WARD, MARTHA, Scarborough March 1 W & S Drawbridge, Scarborough  
 WATSON, JAMES, Leeds, Estate Agent March 31 Crombie & Sons, York

London Gazette.—FRIDAY, FEB. 1.

BALNE, NETTLETON, Richmond, Wool Broker March 15 Montagu & Co, Bucklersbury

BARNETT, JAMES, Hornham Feb 28 Symonds, Liverpool  
 BARTHOLOMEW, HUGH, East Molesey March 12 Shepards & Walters, Finsbury circus  
 BECKETT, CHARLOTTE, Gloucester st, Fimliao March 1 Yelding & Co, Vincent sq, Westminster  
 BENNATE, JOSEPH, Millman st, Bloomsbury, Civil Engineer March 2 Blyth & Co, Old Broad st  
 BEVAN, CHARLOTTE SYDRA, Penarth, Glam March 14 Thomas & Co, Swansea  
 BRISOP, GEORGE, Ashley gins, Victoria st March 4 Foss & Blount, Fenchurch st  
 BOOTH, JAMES ROBERT, Bakewell, Derby, Draper March 30 F & H Taylor, Bakewell  
 BOURNE, EDWARD, Child's Errall, Selop March 11 Upton, Market Drayton  
 BURGESS, SOPHIA LOUISA, Greyhound la, Streatham March 14 Francis & How, Cheesman  
 BYRNE, WILLIAM, Seldown, Poole, Dorset March 13 Eldridge, Poole  
 CLARKE, HARRIETTE, Macclesfield March 20 Sale & Co, Manchester  
 COCK, WILLIAM, East Sheen av, Mortlake March 23 Sloper & Co, High st, Wandsworth  
 CULLIN, JOSEPH, Upper Clapton Feb 28 Heppenstall & Clark, Lymington, Hants  
 DAIN, CHARLES WILLIAM, Glasvilles Wootton, Dorset Feb 28 Ffooks & Douglas, Shepheard, Dorset  
 DANDIES, JOHANNA, Holland Villas rd, Kensington March 1 Bridges & Co, Red Lion sq  
 DONALD, JOHN WARDLE, South Shields, Architect March 18 Mahane & Co, South Shields  
 DOUGHTY, ALFRED BUSELL, Quenby Hall, Leicester March 31 Toller & Pochin, Leicester  
 DOWDING, ISAAC, Slough, Bucks, Police Pensioner Feb 28 Dowding, High Holborn  
 DREDGE, JAMES, Bedford st, Strand Feb 25 Hyde & Co, Ely pl  
 EASTLAKE, MARGARET, Nottingham pl, Marylebone rd March 10 Hills & Halsey, Lido's inn fields  
 GOLDING, CAROLINE, Wimbledon Common April 2 Grundy & Co, Queen Victoria st  
 GRAY, WILLIAM ROBERT, Crofton April 1 Ashley & Sons, Frederick's pl, Old Jewry  
 HANFORD, WILLIAM CHARLES, West Green rd, Tottenham March 13 Paterson & Co, Brems bldgs, Chancery ln  
 HICKS, JOHN COVERDALE, Gray's inn sq Feb 28 Wigan & Co, Gray's inn sq  
 HILL, MARTHA, Sale, Chester March 2 Lambert & Smith, Manchester  
 HODGKIN, EDWARD, Caledonian rd, Islington March 4 Pinfrey & Son, Paternoster row  
 JAMES, THOMAS, Norwich Feb 28 Hill, Norwich  
 KIRKMAN, FREDERICK, Mabe, Cornwall March 1 Rawle & Co, Bedford row  
 KOHLER, JOHN DAVID, Windsor Forest, Berks Feb 28 Pridoux & Sons, Goldsmiths' Hall  
 LAWLER, ANDREW JAMES, Dover, Labourer March 8 Mowll & Mowll, Dover  
 LEE, WILLIAM THOMAS, Bradford, Tobaccoist Feb 11 Horner & Sampson, Bradford  
 LEE, WILLIAM, Hill'sbrough, Sheffield Feb 28 Watson & Co, Sheffield  
 MITCHELL, JOHN, Thurstone, Penistone, nr Sheffield March 15 Dransfield & Hodgkinson, Penistone  
 MITCHELL, RICHARD, Dover March 8 Mowll & Mowll, Dover  
 MOORE, HARRY FARR BRADLEY, Knutsford March 10 Page, Manchester  
 MURRAY, ETHELRED, Portman st March 12 Fry, Coleman st, Bank  
 NEATE, FANNY HYDE, Llandudno March 1 Chamberlain & Johnson, Llandudno  
 NELSON, ANN, Howgrave, nr Ripon, Yorks March 9 Edmundson & Gowan, Ripon  
 NEVELL, EMMA, Beatrix rd, Upper Tooting Park March 25 Aldred, Moorgate st  
 NUTTSON, JOHN, Mansfield, Nottingham Feb 11 White, Mansfield  
 ROGERS, ANN JANE, Maddox st, Regent st March 9 Gellatly & Son, Billiter st  
 SALTARS, HARRY LEWIS, Lyndhurst March 1 Sharp & Co, Southampton  
 SAUNDERS, ELIZABETH YOUNG, Burnham, Somerset Feb 28 Lovibond, Bridgewater  
 SODEN, REV FRANCIS JOSEPH, Withnell, Lancs Feb 18 Lynskey, Liverpool  
 THOMPSON, CHARLES, Cardiff, Shipping Agent March 1 Lewis, Cardiff  
 TREYON, JOSEPH, Lichfield March 30 Russell & Son, Lichfield  
 TUFFEY, SARAH ANN, Dover March 1 Tolhurst & Co, Greenend  
 WELLS, GEORGE, Tunbridge Wells March 1 Cobb & Co, Tunbridge Wells  
 WELLS, FREDERICK, Cannon st March 12 Johnson & Co, King's Bench walk  
 WHEELER, ERNEST FOSTER WHITE, Bexley, Kent Feb 23 Manns & Longden, Old Jewry

London Gazette.—TUESDAY, FEB. 5.

ABRAHAM, HANNAH, Foulton rd, Stoke Newington March 13 Hilbery & Co, Gt St Helena  
 BENNETT, CATHERINE, Saltash, Cornwall March 14 Ginn & Porter, Plymouth  
 BLACKWELL, WILLIAM, Uxbridge, Confectioner March 1 Harvey & Green, Uxbridge  
 BOOTH, FRED TAYLOR, Ripponden, Halifax, Ironfounder March 11 Longbottom & Sons, Halifax  
 CLASPER, HENRY, Sunderland, Merchant March 15 Storey & Sons, Sunderland  
 COOPER, ANN, Walsdale March 12 Young & Co, Laurence Pountney hill, Cannon st  
 DEAN, SAMUEL, Barlow, nr Chesterfield, Colliery Under Manager March 29 Stanton & Walker, Chesterfield  
 DOWNS, SAMUEL, Hayfield, Derby, Stone Merchant March 5 Boddington & Co, Manchester  
 DUCKETT, WILLIAM, Birmingham Feb 28 Hodgkinson, Birmingham  
 DUNE, WILLIAM, Boscombe, Bournemouth March 1 Harris, Bournemouth  
 ELLIOTT, MARY, Crook, Durham March 30 Turnbull, Durham  
 FARRER, WILLIAM, Gorton, Bolton Feb 21 Vee & Gordon-Robert, Carnarvon  
 FRANKS, WILLIAM, Newtown, Montgomery, Iron Merchant Feb 21 Williams & Co, Newtown, Montgomery  
 GREENWOOD, JOHN THOMAS, Streatham hill March 30 Hubbard & Co, Cannon st  
 HARRIS, THOMAS GEORGE, Wimbledon March 9 Norton & Co, Old Broad st  
 HAWTHORNE, WILLIAM, Abbott rd, Poplar, Stage Coach Driver Feb 28 Ellen, Chancery ln  
 HOULTON, FRANK, Tierney rd, Streatham hill, Licensed Victualler March 23 March & Co, Broadway, Deptford  
 JEFFREYS, DAVID WILLIAM, Bootle, Lancs March 3 Watson & Atkinson, Liverpool  
 JONES, ROBERT EDWARD, Trefriw, Carnarvon, Chartered Accountant Feb 28 Minor, Manchester  
 KELLEY, ANTHONY, Oxford March 15 Andrew & Cheale, Tunbridge Wells  
 LAIDLAW, ELIZABETH, California, USA March 10 Watkins & Co, Sackville st, Piccadilly  
 LANGLEY, PERCY DICKSON, Otley, Yorks, Veterinary Surgeon March 23 Iames, Manchester  
 LUCOCK, MARY, Aspatria, Cumberland March 1 Metcalfe & Co, Gray's inn  
 MACQUEEN, MARTHA JAMES, Brighton March 9 Kirby-Turner, Queen Victoria st  
 MACGONN, JOSEPHINE BOWDWIN, Widdowes Bath March 15 F H & E A Moger, Bath  
 MAITLAND, DAVID, Walsford March 13 Hilbery & Co, Gt St Helena  
 MARMIST, WILLIAM ARTHUR JAMES, Cheltenham, Fish Merchant March 8 Griffiths & Waghorne, Cheltenham  
 MORGAN, WILLIAM JAMES, Govilon, Llanwenarth Ultra, Mon March 1 Jacob, Aber-gavenny  
 PERSTON, JANEY ANN, Chew Magna, Somerset March 14 Collyer-Bristow & Co, Bedford row  
 PHILLIPS, DAVID FRANCIS, Mountain Ash Feb 14 Davies & Co, Pontypridd  
 RAWAY, ANNE, Fendleton, Lancs March 13 Bullock & Co, Manchester  
 ROYLE, MARY, Higher Crumpeall, Manchester Feb 28 Orrell, Manchester  
 SCOTT, ABRAHAM, Oxford sq March 6 Arnold, Leadenhall st  
 SHERWOOD, JOSEPH, Woodseton, Sedgley, Staffs Feb 17 Hooper & Fairbairn, Dudley  
 SMITH, HENRY BIRLEY, South Birkenhead March 16 Dickson, Kirkham, Lancs  
 TERRY, HARRIET, Reading March 2 Hughes, Arundel st  
 TOWNSEND, HENRY, Southend on Sea March 9 Loxley & Co, Cheapside  
 VEYERS, JOHN EDWARDS, Hereford March 10 Moore, Hereford  
 WAD, SAMUEL, Utlington, Chester, Farmer March 5 Brasse, Chester  
 WARD, HENRY, Vice Makers, Licensed Victualler March 19 Francis, Wigan  
 WHEELER, GEORGE, Handsworth, Staffs March 14 Poulton, Birmingham  
 WILKINSON, JOHN GARDNER, Lancaster Feb 18 Maxsted & Co, Lancaster  
 WILLIAMS, REES WALTER, Porthcawl, Aberdare, Glam, Solicitor March 2 Fordike, Cardiff  
 WOLLEN, SAMUEL, Swindon March 1 Withy, Swindon  
 WOOD, ANNIE ROBSON, Omet Common, Yorks March 6 Lea, Manchester  
 WOOD, JAMES BIRBY, Withington, Manchester, Cap Manufacturer March 16 Rhodes & Dent, Manchester



# Bankruptcy Notices.

London Gazette, FRIDAY, JAN. 25.

## FIRST MEETINGS.

ADAMS, ARTHUR ORRIS, Colwyn Bay, Denbigh, Boarding house keeper Feb 4 at 2 Imperial Hotel, Colwyn Bay  
ADAMS, THOMAS, Llandow Velfrey, Pembroke, Farmer Feb 3 at 12 Off Rec, 4, Queen st, Carmarthen  
BARKER, EDWARD, King st, Chapsdale, Surveyor Feb 5 at 11 Bankruptcy bldg, Carey st  
BAUSTON, CHARLES, Weymouth, Plumber Feb 5 at 2 Off Rec, City chambers, Catherine st, Salisbury  
BENNETT, CHARLES HOWSON, Bedford, Staffs, Artist Feb 5 at 3 Off Rec, King st, Newcastle, Staffs  
BETTS, JAMES, Canterbury Feb 5 at 10 Off Rec, 68A, Castle st, Canterbury  
BROWN, FRANK ROBERT, Barnsley, Greengrocer Feb 4 at 10.30 Off Rec, 7, Regent st, Barnsley  
BUTCHER, WILLIAM HENRY, Corton, Suffolk, Greengrocer Feb 5 at 13 Off Rec, 8, King st, Norwich  
COOK, HELEN JANE, Burton on Trent Feb 3 at 11.30 Off Rec, 47, Full st, Derby  
COKE, ISRAEL, Hackney rd, Draper Feb 4 at 11 Bankruptcy bldg, Carey st  
CROSLAND, HORACE, Sheffield, Provision Merchant Feb 6 at 12 Off Rec, Fytres in, Sheffield  
CROOK, HERBERT, North Cove, Suffolk, Corn Chandler Feb 4 at 12.30 Off Rec, 8, King st, Norwich  
CROWSON, FREDERICK, Whitwick, Leicester, Fitter Feb 2 at 11 Off Rec, 47, Full st, Derby  
DUNN, RICHARD, Sevenoaks, Butcher Feb 11 at 11.15 Mr C J Parry, 65, High st, Tunbridge Wells  
EDGINTON, HECTOR CHARLES, Georgeham, Devon, Grocer Feb 7 at 8.40, High st, Barnstaple  
FOULDS, ERNEST, and ELIZABETH FOULDS, Bradford, Tailors Feb 5 at 12 Off Rec, 30, Manor row, Bradford  
GARbutt, JOHN RICHARD, Kilton in Lindsey, Lincs, Huckerster Feb 2 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby  
GIBSON, JAMES EDWARD, Shepherd's Bush green, Pharmaceutical Chemist Feb 5 at 12 Bankruptcy bldg, Carey st  
GILBERT, ALBERT, and JAMES BROADLEY, Halifax, Bakers Feb 5 at 3.30 Off Rec, Townhall chmbrs, Halifax  
GOWMAN, WILLIAM, Croydon, Builder Feb 6 at 12.30 132, York rd, Westminster Bridge  
GROEN, PETER, Pinner, Advertising Agent Feb 4 at 12 14, Bedford row  
HANSLEY, CHARLES FREDERICK, Kingston upon Hull, Railway Clerk Feb 3 at 11 Off Rec, Trinity House ln, Hull  
HEAD, ARTHUR ERNEST, Coudon, Surrey, Commission Agent Feb 5 at 11.30 132, York rd, Westminster Bridge  
HENDERSON, JOHN JAMES, Darlington, Farmer Feb 13 at 3 Off Rec, 8, Albert rd, Middlesbrough  
HILTON, ARTHUR, Gt Yarmouth, Carter Feb 5 at 12.30 Off Rec, 8, King st, Norwich  
HODGKINSON, JOSEPH HENRY, Shalesmoor, Sheffield, Hay Dealer Feb 6 at 1 Off Rec, Fytres in, Sheffield  
HOLDEN, ORLANDO, Blackpool, Grocer Feb 4 at 11 Off Rec, 14, Chapel st, Preston  
HOLMES, FRED, Selby, Yorks, General Dealer Feb 7 at 3 Off Rec, The Red House, Dumcove pl, York  
JAMES, JOHN, Port Talbot, Glam, Tin Plate Worker Feb 2 at 11 Off Rec, 31, Alexandra rd, Swansea  
JAY, HARRY ALFRED CANTON, Hove Sussex, Builder Feb 4 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton  
LAWRENCE, SIDNEY, and CHARLES FOOT, Tonyrefail, Glam, Painters Feb 4 at 11.30 Off Rec, Post Office chmbrs, Pontypridd  
LORD, JOHN, Walsall, Metal Worker Feb 4 at 11.30 Off Rec, Wolverhampton  
MALLINSON, PERCY WILLIAM, Leigh, Lancs, Draper Feb 4 at 8 19, Exchange st, Bolton  
MORRIS, EDWARD, Chorlton upon Medlock, Manchester, Managing Clerk to a Solicitor Feb 2 at 11 Off Rec, Byrom st, Manchester  
PALMER, SAMUEL, Whitechapel, Tailor Feb 4 at 12 12 Bankruptcy bldg, Carey st  
SMART, TOM JOHN, Norwich, Milk Seller Feb 4 at 12 Off Rec, 8, King st, Norwich  
SMITH, JAMES MACDONALD, Sheffield, Provision Merchant Feb 6 at 12.30 Off Rec, Fytres in, Sheffield  
SWAIN, JOHN THOMAS, Halifax, Yorks, Plumber Feb 6 at 3 Off Rec, Townhall chmbrs, Halifax  
WALSH, ETHEL MARGARET, Wednesbury, Iron Merchant Feb 4 at 12 Off Rec, 132, York rd, Westminster Bridge  
WHITE, FRANK, Rythe, Kent, Builder Feb 14 at 9 Off Rec, 68A, Castle st, Canterbury  
WING, THOMAS, Birchington on Sea, Kent, Builder Feb 4 at 11.45 Off Rec, 68A, Castle st, Canterbury

## ADJUDICATIONS.

ABRAHAM, PHILIP FREDERICK, Bliffert st High Court Pet Oct 31 Ord Jan 23  
ADAMS, ALEXANDER ARNAN, Cammille st, Timber Merchant High Court Pet Oct 17 Ord Jan 23  
ADAMS, THOMAS, Llandow Velfrey, Pembroke, Farmer Pembroke Dock Pet Jan 23 Ord Jan 23  
BARON, FRANCIS EDWARD, Chorlton on Medlock, Manchester, Consulting Engineer Manchester Pet Aug 15 Ord Jan 18  
BODDER, ETHEL HANNAH, Boscumbe, Bournemouth, Boarding House Proprietress Poole Pet Jan 23 Ord Jan 23  
BRINDLAND, EDWIN ALBERT, Moss Side, Manchester, Hatter Manchester Pet Jan 23 Ord Jan 23  
BURROUGHS, FREDERICK GEORGE, Bath, Baker Bath Pet Jan 24 Ord Jan 23  
COOK, HELEN JANE, Burton on Trent Burton on Trent Pet Dec 18 Ord Jan 21  
CROSLY, JOSEPH, and ARTHUR CROSLY, Burnley, Fruit Merchants Burnley Pet Jan 21 Ord Jan 21  
DUNN, RICHARD, Sevenoaks, Butcher Tunbridge Wells Pet Jan 21 Ord Jan 21  
EDEL, ALBERT, Teckbrook, Warwick Warwick Pet Jan 23 Ord Jan 23  
FOREMAN, GEORGE EDWARD, Poole, Dorset, Builder Poole Pet Jan 23 Ord Jan 23

FOSTER, FRANK, Whittington, nr Lichfield, Builder Walsall Pet Jan 18 Ord Jan 21  
FOULDS, ERNEST, and ELIZABETH FOULDS, Bradford, Tailors Bradford Pet Jan 21 Ord Jan 21  
GILBERT, ALBERT, and JAMES BROADLEY, Halifax, Bakers Halifax Pet Jan 21 Ord Jan 21  
GRIFFITH, ARTHUR, Kidderminster, Worcester, Licensed Victualler Kidderminster Pet Jan 19 Ord Jan 19  
HARMAN, ELI PHILIP, Brook Green, Hammersmith, Furniture Dealer High Court Pet Oct 31 Ord Jan 18  
HOLDEN, JAMES, Barrow in Furness, Jam Maker Barrow in Furness Pet Dec 11 Ord Jan 18  
HOLMES, FRED, Selby, Yorks, General Dealer York Pet Jan 23 Ord Jan 23  
HYDE, FRANCIS CLARENDON AUGUSTINE ROWLEY, Victoria st, Westminster High Court Pet Dec 13 Ord Jan 21  
LAWRENCE, SIDNEY, and CHARLES FOOT, Tonyrefail, Glam, Painters Pontypridd Pet Jan 21 Ord Jan 21  
LOVETT, FREDERICK ARTHUR, Hambrook, Glos, Fruiterer Bristol Pet Jan 23 Ord Jan 23  
MARCHANT, JOHN, Wimbledon, Company Director Kingston, Surrey Pet Jan 1 Ord Jan 23  
OVERT, WILLIAM, Llangelynn, Conway Bangor Pet Jan 23 Ord Jan 23  
PALMER, SAMUEL, New st, Whitechapel, Tailor High Court Pet Jan 21 Ord Jan 21  
ROBERTS, DAVID, Llandudno, Grocer Bangor Pet Jan 23 Ord Jan 23  
SWAIN, JOHN THOMAS, Ovensden, Halifax, Yorks, Plumber Halifax Pet Jan 21 Ord Jan 21  
THOMAS, EVAN, Baidgell, Fruiterer Cardiff Pet Jan 21 Ord Jan 21  
UPPER, THOMAS FAUX, Plymouth, House Agent Plymouth Pet Jan 23 Ord Jan 23  
WALKER, WALTER GEORGE, Gt Berkhamsted, Herts, Grocer Aylesbury Pet Dec 17 Ord Jan 22  
WING, THOMAS, Birchington on Sea, Kent, Builder Canterbury Pet Jan 22 Ord Jan 22  
WORTH, FRANCIS ERNEST, Clement's ln, Mortgage Broker High Court Pet Oct 27 Ord Jan 17

London Gazette, TUESDAY, JAN. 29.

## RECEIVING ORDERS.

BELL, THOMAS, Baildon, Yorks, Nurseryman Leeds Pet Jan 24 Ord Jan 24  
BENNETT, CHARLES JAMES, Preston Park, Brighton, Commercial Traveller Brighton Pet Jan 26 Ord Jan 26  
BROWN, CHARLES, Dimington, nr Rotherham, Yorks, Builder Sheffield Pet Jan 24 Ord Jan 24  
CANTON, JAMES GARRATT, Kettering, Northampton, Lift Manufacturer Northampton Pet Jan 25 Ord Jan 25  
CHALLENGER, CHARLES HENRY ALMON, Bristol, Hoiser Bristol Pet Jan 25 Ord Jan 25  
CHARLTON, JOHN THOMAS, Gosforth, Northumberland, Builder Newcastle on Tyne Pet Jan 11 Ord Jan 11  
CHIFFERDIN, NEWELL, TOTTENHAM, Chorlton on Medlock, Manchester, Fish Salesman Manchester Pet Jan 7 Ord Jan 7  
COOPER, HENRY, Darwen, Lancs, Broker Blackburn Pet Jan 25 Ord Jan 25  
EVANS, JORDAN, Whitley Bay, Northumberland, Brewer's Agent Newcastle on Tyne Pet Jan 7 Ord Jan 23  
FOLLICK, JESSE, and MAURICE FOLLICK, North End rd, Fulham, Furniture Dealers High Court Pet Jan 26 Ord Jan 26  
FOWLER, FREDERICK BARRETT, Croydon, Traveller Croydon Pet Jan 24 Ord Jan 24  
FOX, CHARLES EDWIN, jun, Manchester, Hoiser Manchester Pet Jan 23 Ord Jan 23  
GILBERT, GEORGE, Rainham, Kent, Builder Rochester Pet Jan 25 Ord Jan 25  
HARRIS, HARRY, East Ham, Ollman High Court Pet Dec 18 Ord Jan 25  
HEPPESTALL, JOHN EDWARD, Milnbridge, nr Huddersfield, Mill Manager Huddersfield Pet Jan 21 Ord Jan 21  
IDEN, WILLIAM, Slough High Court Pet Jan 25 Ord Jan 25  
JACKSON, JOSEPH BLAKE, Bliston, nr Wolverhampton, Grocer Wolverhampton Pet Jan 23 Ord Jan 23  
JOHN, JAMES THOMAS, and GEORGE GAUNT, Sutton Coldfield, Warwick, Coal Merchants Birmingham Pet Jan 23 Ord Jan 23  
LEWIS, JAMES HENRY, St John's Wood High Court Pet Sept 5 Ord Dec 12  
MARSHALL, JAMES ALEXANDER, Dyer's bldgs, Holborn, China Merchant High Court Pet Jan 24 Ord Jan 25  
MARTIN, JAMES ALBERT, Ipswich, Fruiterer Ipswich Pet Jan 23 Ord Jan 23  
MOWLE, REGINALD HEWITT, Dover High Court Pet Nov 7 Ord Jan 25  
NUTT, EDWIN, Ennigat, Louth, Baker Gt Grimsby Pet Jan 25 Ord Jan 25  
O'BRIEN, DANIEL, Werneth, Oldham, Painter Oldham Pet Jan 23 Ord Jan 23  
PILOT, ARTHUR CHARLES, Landport, Portsmouth, Painter Portsmouth Pet Jan 25 Ord Jan 25  
QUICK, ARTHUR SIDNEY, Plymouth, Fruiterer Plymouth Pet Jan 24 Ord Jan 24  
ROBINSON, JOHN THOMAS, Oakmere, nr Northwich, Cheshire, Farmer Northwich Pet Jan 24 Ord Jan 24  
SAUNDERS, WILLIAM, Upton Park, Essex High Court Pet Jan 23 Ord Jan 24  
SOUTHGATE, JOHN HENRY, Gt Yarmouth, Licensed Victualler Gt Yarmouth Pet Jan 25 Ord Jan 25  
SPALDING, JAMES STEPHEN, Gt Grimsby, Builder Gt Grimsby Pet Jan 24 Ord Jan 24  
SPAVES, WILLIAM, Ashley, Leeds, Cab Proprietor Leeds Pet Jan 25 Ord Jan 25  
THORNTON, HERBERT THOMAS, Yeovil, Commercial Clerk Taunton Pet Jan 23 Ord Jan 26  
WALLER, ALFRED, Clemons st, Burdett rd, Lighterman High Court Pet Dec 31 Ord Jan 24  
WHITBROOK, THOMAS HARTLAND, West Bromwich West Bromwich Pet Jan 25 Ord Jan 26  
WILLIAMS, FRANK ERNEST, Coventry rd, Birmingham, Electrical Engineer Birmingham Pet Jan 5 Ord Jan 25  
YOUNGMAN, HENRY ROBERT, Leeds, Fried Fish Dealer Leeds Pet Jan 23 Ord Jan 23

## FIRST MEETINGS.

APPLEYARD, FRANK, Camforth, Lancs, Clothier's Assistant Feb 5 at 8 Off Rec, 14, Chapel st, Preston  
BELL, THOMAS, Baildon, Yorks, Nurseryman Feb 6 at 11.30 Off Rec, 23, Park row, Leeds  
BENNETT, CHARLES JAMES, Brighton, Commercial Traveller Feb 7 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton  
BODDER, ETHEL HANNAH, Boscumbe, Bournemouth, Boarding House Proprietress Poole Feb 13 at 4.30 Messrs Curtis & Son, 128, Old Christchurch rd, Bournemouth  
BRINDLAND, EDWIN ALBERT, Moss Side, Manchester, Hatter Feb 6 at 8 Off Rec, Byrom st, Manchester  
BROOKER, WALTER HANUEL, Dudley, Grocer Feb 5 at 11 Off Rec, 150, Wolverhampton st, Dudley  
BURROUGHS, FREDERICK GEORGE, Bath, Baker Feb 6 at 11.30 Off Rec, 25, Baldwin st, Bristol  
CHALLENGER, CHARLES HENRY ALMON, Bristol, Hoiser Feb 6 at 12 Off Rec, 25, Baldwin st, Bristol  
CHARLTON, JOHN THOMAS, Gosforth, Northumberland, Builder Feb 6 at 2.30 Off Rec, 50, Mosley st, Newcastle on Tyne  
COLDWELL, WALTER, Carbrook, Sheffield, Machine Grinder Feb 7 at 12 Off Rec, Fytres in, Sheffield  
COOMES, VALENTINE LACY, Penwortham rd, Streatham park Feb 6 at 12.30 132, York rd, Westminster Bridge  
COONEY, HENRY, Jarrow, Painter Feb 6 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne  
DOBBELLY, THOMAS, Lower Ince, Lancs, Provision Dealer Feb 6 at 10 19, Exchange st, Bolton  
HARTSHORN, THOMAS ROBERT PATERELL, Plymouth Feb 5 at 11 Off Rec, 6, Athensum ter, Plymouth  
EDEN, ALBERT, Teckbrook, Warwick Feb 6 at 11 Off Rec, 8, High st, Coventry  
ELLIS, HARRY, and ROBERT DODMAN, Kirkley, Suffolk, Builders Feb 6 at 12.30 Off Rec, 8, King st, Norwich  
EVANS, JOHN ALBERT, Aberbargoed, Haulier Feb 6 at 11 Off Rec, 144, Commercial st, Newport, Mon  
EVANS, JORDAN, Whitley Bay, Northumberland, Brewer's Agent Feb 6 at 11.30 Off Rec, 50, Mosley st, Newcastle on Tyne  
FOREMAN, GEORGE EDWARD, Poole, Dorset, Builder Feb 13 at 2 Messrs Curtis & Son, Market pl, Poole  
FOSTER, FRANK, Whittington, nr Lichfield, Builder Feb 6 at 11.30 Off Rec, Wolverhampton  
GREEN, OSCAR FREDERICK, Eya, nr Peterborough, Baker Feb 15 at 11.40 The Law Courts, Peterborough  
HARROCK, ELIZA, Cambridge Feb 6 at 12.30 Off Rec, 5, Petty Cur, Cambridge  
HAND, TOM, Smethwick, Staffs, Plumber Feb 7 at 11 131, Corporation st, Birmingham  
HARGREAVES, JOHN, Blackburn, Grocer Feb 6 at 11 County Court house, Blackburn  
HARRIS, HARRY, East Ham, Essex, Oilman Feb 6 at 12 Bankruptcy bldg, Carey st  
HART, GEORGE, Dartmouth, Paint Dealer Feb 12 at 11 Off Rec, 8, Athensum ter, Plymouth  
HEPPESTALL, JOHN EDWARD, Milnbridge, nr Huddersfield, Mill Manager Feb 7 at 3 Off Rec, Prudential bldgs, New st, Huddersfield  
HOWE, JOHN DELANOT, Abil, Flint Feb 6 at 12 Crypt chmbrs, Baskgate row, Chester  
IDEN, WILLIAM, Slough Feb 6 at 2.30 Bankruptcy bldg, Carey st  
LAM, ISAAC, Burscough, Lancs, Coal Dealer Feb 11 at 10.30 Off Rec, 35, Victoria st, Liverpool  
LITTLEDALES, JOHN, Shifnal, Salop, Coachbuilder Feb 7 at 11.30 Off Rec, 23, Swan hill, Shrewsbury  
LOVETT, FREDERICK ARTHUR, Hambrook, Glos, Fruiterer Feb 6 at 11.45 Off Rec, 25, Baldwin st, Bristol  
LOVETT & CO, 8, Commercial rd, Merchants Feb 6 at 12 Bankruptcy bldg, Carey st  
MARSHALL, JAMES ALEXANDER, Dyer's bldgs, Holborn, China Merchant Feb 6 at 2.30 Bankruptcy bldg, Carey st  
MOWLE, REGINALD HEWITT, Dover Feb 11 at 12 Bankruptcy bldg, Carey st  
NOCKLE, ROBERT MATTHEW, Cromer, Norfolk, Fishmonger Feb 6 at 12 Off Rec, 8, King st, Norwich  
O'BRIEN, DANIEL, Werneth, Oldham, Painter Feb 6 at 10 Off Rec, Grosvenor st, Oldham  
PATTER, JOHN ARTHUR Feb 7 at 1 Bankruptcy bldg, Carey st  
POOLEY, ANDREW MELVILLE, Paternoster row, Publisher Feb 7 at 11 Bankruptcy bldg, Carey st  
PAYN SMITH & CO, Gt Titchfield st, Milliners Feb 7 at 13 Bankruptcy bldg, Carey st  
ROBERTSON, WILLIAM JOHNSTON, Liverpool, Ironmonger Feb 7 at 12 Off Rec, 35, Victoria st, Liverpool  
HOWE, RICHARD, Wigan, Dairy Produce Dealer Feb 7 at 3 Off Rec, Byrom st, Manchester  
SAUNDERS, WILLIAM, Upton Park, Essex Feb 11 at 12 Bankruptcy bldg, Carey st  
SEADWELL, HARRY WINSTANLEY, Chorlton, Medical Practitioner Feb 6 at 11.30 132, York rd, Westminster Bridge  
STANLEY, FREDERICK HENRY, Motley, Plymouth, Builder's Foreman Feb 7 at 11 Off Rec, 6, Athensum ter, Plymouth  
TOWNSEND, MARY ELLIN, Litherland, Lancs, Linen Draper Feb 6 at 12 Off Rec, 35, Victoria st, Liverpool  
TYLER, THOMAS GILL, Birmingham, Solicitor Feb 6 at 11 191, Corporation st, Birmingham  
UPPER, THOMAS FAUX, Plymouth, House Agent Feb 11 at 11 Off Rec, 6, Athensum ter, Plymouth  
WALLER, ALFRED, Clemons st, Burdett rd, Lighterman Feb 6 at 11 Bankruptcy bldg, Carey st  
WILLIAMS, BENJAMIN, and WILLIAM WILLIAMS, Dudley, Milk Sellers Feb 6 at 11 Off Rec, 180, Wolverhampton st, Dudley  
YATES, JOHN HATCLIFFE, South Shore, Blackpool, Grocer Feb 6 at 3 Off Rec, 14, Chapel st, Preston  
YOUNGMAN, HENRY ROBERT, Leeds, Fried Fish Dealer Feb 6 at 11 Off Rec, 23, Park row, Leeds

## ADJUDICATIONS.

BEARD, EDWARD, High Green, nr Barnsley, Licensed Victualler Barnsley Pet Dec 31 Ord Jan 23  
BELL, THOMAS, Baildon, Yorks, Nurseryman Leeds Pet Jan 24 Ord Jan 24

BENNETT, CHARLES JAMES, Brighton, Commercial Traveller  
Brighton Pet Jan 24 Ord Jan 25  
BROWN, CHARLES, Dinnington, nr Rotherham, Yorks,  
Builder, Sheffield Pet Jan 24 Ord Jan 24  
BRYANT, JOSEPH CHARLES, Bermonsey st, Glass Merchant  
High Court Pet Dec 18 Ord Jan 25  
CARPENT, JAMES GARRATT, Kettering, Northampton, Lift  
Manufacturer Northampton Pet Jan 25 Ord Jan 25  
CORREY, ISRAEL, Richmond rd, Hackney, Draper High  
Court Pet Dec 21 Ord Jan 25  
COOMES, VALENTINE LACRE, Penwortham rd, Streatham  
park Wandsworth Pet Nov 22 Ord Jan 25  
COOPER, HENRY, Jarrow, Durham, Painter Newcastle on  
Tyne Pet Jan 9 Ord Jan 24  
DE BERSCHOLD, PAUL (Baron), Cricklewood Barnet Pet  
Oct 5 Ord Jan 24  
DIXON, JOHN MOULD, Dunstable, Manufacturer's Agent  
Luton Pet Dec 13 Ord Jan 25  
FOX, CHARLES EDWIN, jun, Manchester, Hosier Manchester  
Pet Jan 25 Ord Jan 25  
GILBERT, GEORGE, Rainham, Kent, Builder Rochester Pet  
Jan 25 Ord Jan 25  
HARTWELL, I. CHARLTON, St. Somers Town, Draper High  
Court Pet Jan 10 Ord Jan 25  
HEARNER, WALTER BROWNING, Tollington park, Proprietor  
of the Gentlemen's Journal High Court Pet  
Dec 21 Ord Jan 25  
HEATH, JOHN, Small Heath, Birmingham, Tobacconist  
Birmingham Pet Jan 19 Ord Jan 24  
HIPPENSTALL, JOHN EDWARD, Middlesbrough, nr Hudders-  
field, Mill Manager Huddersfield Pet Jan 21 Ord  
Jan 21  
HOGGER, WILLIAM, Birchington on Sea, Licensed Victualler  
Canterbury Pet Jan 23 Ord Jan 23  
JACKSON, JOSEPH BLAKE, Bilton, nr Wolverhampton,  
Grocer Wolverhampton Pet Jan 23 Ord Jan 23  
JONES, JAMES THOMAS, and GEORGE GAUNT, Sutton Cold-  
field, Warwick, Coal Merchants Birmingham Pet  
Jan 22 Ord Jan 22  
LEWIS, SYDNEY RUSSELL, and ROBERT HOWARD DEANE,  
Rounslow, Breckers Brentford Pet Dec 4 Ord Jan 22  
LITTLEDALES, JOHN, Shifnal, Salop, Coachbuilder  
Madeley Pet Jan 8 Ord Jan 25  
MARSHALL, JAMES ALEXANDER, Dyer's bldgs, Holborn,  
China Merchant High Court Pet Jan 24 Ord Jan 25  
MARTIN, JAMES ALBERT, Ipswich, Fruiterer Ipswich Pet  
Jan 25 Ord Jan 25  
MURCH, ERNEST FRANK, High rd, Kilburn, Auctioneer  
High Court Pet Nov 15 Ord Jan 25  
NUTT, EDWIN, Louth, Baker Gt Grimsby Pet Jan 25  
Ord Jan 25  
O'BRIEN, DANIEL, Werneth, Oldham, Painter Oldham  
Pet Jan 23 Ord Jan 23  
PHILLIPS, WILLIAM HENRY, Ireland, nr Manchester, Com-  
mercial Clerk Salford Pet Dec 1 Ord Jan 17  
PILCHER, ARTHUR CHARLES, Landport, Portsmouth, Painter  
Portsmouth Pet Jan 25 Ord Jan 25  
QUICK, ARTHUR SIDNEY, Plymouth, Fruiterer Plymouth  
Pet Jan 24 Ord Jan 24  
ROBERTSON, WILLIAM JOHNSTON, Liverpool, Ironmonger  
Liverpool Pet Jan 15 Ord Jan 25  
ROBINSON, JOHN THOMAS, Oakmere, nr Northwich, Farmer  
Crewe Pet Jan 25 Ord Jan 25  
SAUNDERS, WILLIAM, Upton Park, Essex High Court Pet  
Jan 24 Ord Jan 24  
SMITH, JAMES F. Trundley's rd, Deptford Greenwich Pet  
Oct 23 Ord Jan 25  
SOUTHCOTE, JOHN HENRY, Gt Yarmouth, Licensed Victualler  
Gt Yarmouth Pet Jan 25 Ord Jan 25  
SPALDING, JAMES STEPHEN, Gt Grimsby, Builder Gt  
Grimsby Pet Jan 24 Ord Jan 24  
SPAVEN, WILLIAM, Ainsley, Cab Proprietor Leeds Pet  
Jan 25 Ord Jan 25  
THORPE, HERBERT THOMAS, Yeovil, Commercial Clerk  
Taunton Pet Jan 25 Ord Jan 25  
TYLER, THOMAS GILL, Birmingham, Solicitor Birmingham  
Pet Sept 19 Ord Jan 22  
WHITEHOUSE, THOMAS HARTLAND, West Bromwich West  
Bromwich Pet Jan 26 Ord Jan 23  
YOUNGMAN, HENRY ROBERT, Leeds, Fried Fish Dealer  
Leeds Pet Jan 25 Ord Jan 25

Amended notices substituted for that published in the  
London Gazette of Dec 4.

PEARL, DAVID, and DOROTHY SIMMONDS, Houndsditch,  
Merchants High Court Pet Oct 12 Ord Nov 30

#### ADJUDICATION ANNULLED.

WILSON, MARGARET MACDONALD, Blackpool, Spinster  
Preston Adjud Aug 9, 1905 Annul Dec 18, 1906

#### RECEIVING ORDERS.

ARMITAGE, DAVID, Warrington, Grocer Warrington Pet  
Jan 30 Pet Jan 30  
ASHTON, ARTHUR LORRAINE, Weston super Mare, Boarding  
House Keeper Bridgewater Pet Dec 24 Ord Jan 30  
BART, WALTER JOHN CRAWFORD, Carrington, Notts, Baker  
Nottingham Pet Jan 14 Ord Jan 25  
BAXTER, CHARLES LESLIE, Swindon, Greengrocer Swindon  
Pet Jan 25 Ord Jan 25  
BLAND, CLARA, Westgate, Bradford, Boot Dealer Bradford  
Pet Jan 25 Ord Jan 25  
BUTCH, CHARLES, Thame, Oxford, Boot Manufacturer  
Aylesbury Pet Jan 25 Ord Jan 25  
BUSINESS, JOHN ERNEST, Chapeltown, Pudsey, Yorks,  
Confectioner Bradford Pet Jan 30 Ord Jan 30  
CLAY, TOM, Bradford, Boot Repairer Bradford Pet Jan  
25 Ord Jan 25  
CLEMENTS, GEORGE WILLIAM, Loughborough, Engineer  
Leicester Pet Jan 25 Ord Jan 25  
COHEN, JOSEPH ALEXANDRA villa, Finsbury Park, Secretary  
to Public Company High Court Pet Jan 30 Ord Jan 25  
CUDSON, JOHN FREDERICK, Southampton, Paper Merchant  
Southampton Pet Dec 10 Ord Jan 25  
DAVIS, JOHN, Wellington sq, Chelsea, Jobmaster High  
Court Pet Jan 25 Ord Jan 25  
ELLY, THOMAS, Derby, Builder Derby Ord Jan 24  
EDINGTON, HENRY, Reading, Dairyman Reading Pet  
Jan 25 Ord Jan 25  
EDMONDSON, JOHN JAMES, Manchester, Estate Agent Man-  
chester Pet Jan 25 Ord Jan 25

FARR, GEORGE, Flimmar, Swansea, Insurance Agent  
Swansea Pet Jan 29 Ord Jan 29  
FISHER, JOHN JOSEPH, Willenhall, Staffs, Engineer  
Wolverhampton Pet Jan 30 Ord Jan 30  
FORSTER, AMELIA JANE, and LEWIS HALL HAZELL, Bishops-  
gate st, Within, Restaurant Proprietors High Court Pet  
Jan 30 Ord Jan 30  
FOUR, WALTER THOMAS, High st, Putney, Chemist Wand-  
sworth Pet Jan 25 Ord Jan 25  
GOUGH, GEORGE ALBERT, Pembroke Dock, Fruiterer  
Pembroke Dock Pet Jan 30 Ord Jan 30  
GRAY, WILLIAM HENRY, Kingston upon Hull, Corn  
Merchant Kingston upon Hull Pet Jan 29 Ord  
Jan 29  
JONES, JAMES WILLIAM KNIGHTSFORD, Caerphilly, Glam,  
Outfitter Pontypridd Pet Jan 30 Ord Jan 30  
LEE, WALTER WILLIAM, Dorchester, Hairdresser  
Dorchester Pet Jan 25 Ord Jan 25  
LEIGH, WALTER, Warrington, Builder Warrington Pet  
Jan 30 Ord Jan 30  
MADDOX, GEORGE DANIEL, St Albans, Herts, Jobmaster St  
Albans Pet Jan 25 Ord Jan 25  
OTTO, FRANCIS, Sidmouth, Devon, Coal Merchant  
Exeter Pet Jan 25 Ord Jan 25  
PLATT, THOMAS, Wells, Norfolk, Builder Norwich Pet  
Jan 30 Ord Jan 30  
PRINSEY, ELEC, South Shields, Watchmaker Newcastle on  
Tyne Pet Jan 25 Ord Jan 25  
PRITCHARD, RICHARD HENRY, Bryndreinion, Pontir.  
Ogertown, Farmer Bangor Pet Jan 25 Ord Jan 25  
RHODES, ROBERT, and HARRY CROFT RHODES, Ackworth  
Moor Top, nr Pontefract, Stone Merchants Wakefield  
Pet Jan 25 Ord Jan 25  
ROWE, ALBERT GORDON, Market Iavington, Wilts, Hay  
Dealer Bath Pet Jan 25 Ord Jan 25  
SCHNEIDERMAN, LEON, Bristol, China Dealer Bristol  
Pet Jan 19 Ord Jan 30  
SEFTON, DAVID, Sherrard's Green, Malvern, Worcester,  
Fishmonger Worcester Pet Jan 25 Ord Jan 25  
SMITH, ERNEST, Coventry, Draper Coventry Pet Jan 25  
Ord Jan 25  
STANLEY, WILLIAM HENRY, Longton, Staffs, Grocer Stoke  
upon Trent Pet Jan 30 Ord Jan 30  
SYMMONS, WILLIAM JOHN, Bristol, Butcher Bristol Pet  
Jan 25 Ord Jan 25  
TOLSON, TOM, Dewsbury, Yorks, Rag Merchant Dewsbury  
Pet Jan 30 Ord Jan 30  
VASELY, WILLIAM, New Scarborough, Guiseley, Yorks,  
Horse Dealer Leeds Pet Jan 25 Ord Jan 25  
WADE, ELLEN, Leeds, Baker Leeds Pet Jan 25 Ord  
Jan 25  
WARREN, ARTHUR WILLIAM, Sotterley, Suffolk, Innkeeper  
Gt Yarmouth Pet Jan 25 Ord Jan 25  
WELCH, FREDERICK, Higher Brougham, Salford, Contractor  
Salford Pet Jan 25 Ord Jan 25  
WILLIOTT, OLIVER, Wolverhampton, Assistant School-  
master Wolverhampton Pet Jan 30 Ord Jan 30  
WILSON, ELLEN, Galtley, Cheshire, Farmer Stockport Pet  
Jan 15 Ord Jan 25  
YEOHANS, ALFRED ERNEST, Devonport, Club Steward  
Plymouth Pet Jan 30 Ord Jan 30

#### RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

EDMONDSON, GEORGE EWEANK, Junior Conservative Club,  
Albemarle st High Court Pet Aug 24, 1906 Rec Ord  
Sept 14, 1906 Rec Rec Ord and Dis Pet Jan 25

#### FIRST MEETINGS.

BANCROFT, JOHN, jun, South Shore, Blackpool, Wine Mer-  
chant's Traveller Feb 11 at 11 Off Rec, 14, Chapel st,  
Preston  
BAXTER, CHARLES LESLIE, Swindon, Greengrocer Feb 11  
at 11 Off Rec, 38, Regent circus, Swindon  
BAYLES, ALABETH, Whitbourne, Hereford Feb 9 at 11  
Off Rec, Copenhagen st, Worcester  
BLAND, CLARA, Westgate, Bradford, Boot Dealer Feb 12  
at 2.30 Off Rec, 23, Manor row, Bradford  
CHIFFERFIELD, NEVILLE NUTTALL, Caorion on Medlock,  
Manchester, Fish Salesman Feb 9 at 11.15 Off Rec,  
Byrom st, Manchester  
CLAY, TOM, Bradford, Boot Repairer Feb 12 at 3 Off Rec,  
29, Manor row, Bradford

COHEN, JOSEPH, Alexandra villa, Finsbury Park, Secretary  
to a Public Company Feb 12 at 12 Bankruptcy bldgs,  
Carey st  
CUTLER, CHARLES, Didcot, Berks, Licensed Victualler Feb  
9 at 12 1.35 Aldgate, Oxford  
DAVIS, JOHN, Wellington sq, Chelsea, Jobmaster Feb 12 at  
11 Bankruptcy bldgs, Carey st  
DUNTON & LAWRENCE, Bromley, Builders Feb 12 at 11.30  
132, York rd, Westminster Bridge  
EDMONDSON, JOHN JAMES, Manchester, Estate Agent Feb  
9 at 10.30 Off Rec, Byrom st, Manchester  
FOLLOCK, JESSEL, and MAURICE FOLLOCK, North End rd,  
Fulham, Furniture Dealer Feb 11 at 2.30 Bankruptcy  
bldgs, Carey st  
FORSTER, AMELIA JANE, and LEWIS HALL HAZELL,  
Bishopsgate st, Restaurant Proprietors Feb 12 at 1  
Bankruptcy bldgs, Carey st  
FOWLER, FREDERICK BARRETT, Croydon, Traveller Feb 12  
at 12.30 132, York rd, Westminster Bridge  
FOX, CHARLES EDWIN, jun, Manchester, Hosier Feb 9 at  
11 Off Rec, Byrom st, Manchester  
GILBERT, GEORGE, Rainham, Kent, Builder Feb 11 at 11.30  
115, High st, Rochester  
GRIEVE, ARCHIBALD, Kidderminster, Licensed Victualler  
Feb 13 at 12 Mr 8 Thurstield, Kidderminster  
HASKES, THOMAS, Reading, Baker Feb 14 at 12 Queen's  
Hotel, Reading  
JENNINGS, RICHARD, Bavinghall st Feb 14 at 9.15 Off  
Rec, 63A, Castle st, Canterbury  
JOHN, THOMAS HENRY, Grantham, Plumber Feb 12 at 12  
Off Rec, 4, Castle pl, Park st, Nottingham  
LEWIS, JONAS HENRY, Norfolk rd, St John's Wood Feb 13  
at 12 Bankruptcy bldgs, Carey st  
LYONS, ELIZABETH, Penkridge, Staffs, Grocer Feb 11 at 11  
Swan Hotel, Stafford  
MADDOX, GEORGE DANIEL, St Albans, Herts, Jobmaster  
Feb 13 at 12 14, Bedford row  
MARTIN, JAMES ALBERT, Ipswich, Fruiterer Feb 15 at 10  
Off Rec, 36, Princes st, Ipswich  
MILWARD, JOHN, Penscote, Cadixton, Barry, Glam, Clerk  
of Works Feb 11 at 12 Off Rec, 117, St Mary st,  
Cardiff  
OITON, FRANCIS, Sidmouth, Devon, Coal Merchant Feb 14  
at 10.30 Off Rec, Bedford circus, Exeter  
PILCHER, ARTHUR CHARLES, Landport, Portsmouth, Painter  
Feb 11 at 3 Off Rec, Cambridge jun, High st,  
Portsmouth  
PRINSEY, ELEC, South Shields, Watchmaker Feb 11 at 3  
Off Rec, 30, Mosley st, Newcastle on Tyne  
QUICK, ARTHUR SIDNEY, Plymouth, Fruiterer Feb 9 at 11  
Off Rec, 6, Athenaeum ter, Plymouth  
RHODES, ROBERT, and HARRY CROFT RHODES, Ackworth  
Moor Top, nr Pontefract, Stone Merchants Feb 11  
at 11 Off Rec, 6, Bond ter, Wakefield  
ROBERTS, DAVID, Islandwood, Grocer Feb 11 at 11 Crypt  
chambr, Kestgate row, Chester  
SMITH, ERNEST, Coventry, Draper Feb 11 at 11 Off Rec,  
8, High st, Coventry  
SPAVEN, WILLIAM, Ainsley, Leeds, Cab Proprietor Feb 11  
at 11 Off Rec, 22, Park row, Leeds  
THOMAS, EVANS, Bridgend, Fruiterer Feb 12 at 10.15 Off  
Rec, 117, St Mary st, Cardiff  
VASELY, WILLIAM, New Scarborough, Guiseley, Yorks,  
Horse Dealer Feb 11 at 11.30 Off Rec, 22, Park row,  
Leeds  
WADE, ELLEN, Leeds, Baker Feb 11 at 12 Off Rec, 23,  
Park row, Leeds  
WALLS, WILLIAM HENRY, Leeds, Traveller Feb 11 at 2.15  
Off Rec, 3, Manor pl, Sunderland  
WATSON, JOSEPH, Harefield, Middlesex, Farmer Feb 12 at  
12 14, Bedford row  
YATES, ALFRED PURLEY, Surrey, Corn Merchant Feb 11 at  
11.35 132, York rd, Westminster Bridge

#### ADJUDICATIONS.

ARMITAGE, DAVID, Warrington, Lancs, Grocer Warrington  
Pet Jan 30 Ord Jan 30  
BARKES, EDWARD, King st, Cheap-side, Surrey High Court  
Pet Jan 21 Ord Jan 25  
BART, WALTER JOHN CRAWFORD, Carrington, Notts, Baker  
Nottingham Pet Jan 14 Ord Jan 25  
BAXTER, CHARLES LESLIE, Swindon, Greengrocer Swindon  
Pet Jan 25 Ord Jan 25

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13. Notes.

JOHN MURRAY, ALBEMARLE STREET, W.



BIRD, General Sir GEORGE CORRIE, Reading High Court  
Pet Aug 9 Ord Jan 23  
BLAND, CLARA, Bradford, Boot Dealer Bradford Pet Jan  
29 Ord Jan 29  
BURGESS, JOHN ERNEST, Pudsey, Yorks, Confectioner  
Bradford Pet Jan 30 Ord Jan 30  
CHADWICK, STENGER, Broadstairs Canterbury Pet Dec 5  
Ord Jan 30  
CHALLENGER, CHARLES HENRY ALMON, Bristol, Hosier  
Bristol Pet Jan 29 Ord Jan 23  
CHIFFERFIELD, NEVILLE NUTTALL, Chorlton on Medlock,  
Manchester, Fish Salesman Manchester Pet Jan 7  
Ord Jan 23  
CLAY, TOM, Bradford, Boot Repairer Bradford Pet Jan 29  
Ord Jan 29  
CLEMENTS, GEORGE WILLIAM, Loughborough, Engineer  
Leicester Pet Jan 23 Ord Jan 23  
COWELL, WALTER, Carlbrook, Sheffield, Machine Grinder  
Sheffield Pet Jan 21 Ord Jan 23  
CUTLER, CHARLES, Didsot, Berks, Licensed Victualler  
Oxford Pet Jan 16 Ord Jan 23  
CUTLER, FREDERICK THOMAS, Bascote Heath, Warwick  
High Court Pet Nov 17 Ord Jan 23  
DAVIS, HARRY, High rd, Chiswick, Tailor Brentford Pet  
Dec 11 Ord Jan 23  
DAVIS, JOHN, Wellington sq, Chelsea, Job Master High  
Court Pet Jan 29 Ord Jan 29  
EDGINGTON, HECTOR CHARLES, Georgeham, Devon, Grocer  
Barnstaple Pet Jan 2 Ord Jan 23  
ELINGTON, HENRY, Reading, Dairyman Reading Pet Jan  
29 Ord Jan 29  
FARR, GEORGE, Flammart, Swansea, Insurance Agent  
Swansea Pet Jan 29 Ord Jan 29  
FISHER, JOHN JOSEPH, Willenhall, Staffs, Engineer  
Wolverhampton Pet Jan 30 Ord Jan 30  
FOSTER, AMELIA JANE, and LEWIS HALL HAZELL, Bishopsgate  
at Within, Restaurant Proprietors High Court  
Pet Jan 30 Ord Jan 30  
FOWLER, FREDERICK BARRETT, Croydon, Traveller Croydon  
Pet Jan 24 Ord Jan 29  
FUGG, WALTER THOMAS, High st, Putney, Chemist Wanda-  
sworth Pet Jan 23 Ord Jan 23  
GOSCH, GEORGE ALBERT, Diamond st, Pembroke Dock,  
Fruiterer Pembroke Dock Pet Jan 30 Ord Jan 30  
GRAY, WILLIAM HENRY, Kingston upon Hull, Corn Mer-  
chant Kingston upon Hull Pet Jan 29 Ord Jan 29  
JONES, JAMES WILLIAM KNOTT, Caerphilly, Glam,  
Outfitter Pontypridd Pet Jan 30 Ord Jan 30  
LATHON, HUTCHINSON WILLIAM LATHON BROWN, Dun-  
stable, Solicitor Luton Pet Jan 18 Ord Jan 29  
LEE, WALTER WILLIAM, Dorchester, Hairdresser Dor-  
chester Pet Jan 23 Ord Jan 23  
LEIGH, WALTER, Warrington, Builder Warrington Pet  
Jan 30 Ord Jan 30  
LEWIS, HARRY, Church in, Whitechapel, Draper High  
Court Pet Nov 23 Ord Jan 23  
LYONS, ELIZABETH, Penkridge, Staffs, Grocer Stafford  
Pet Jan 21 Ord Jan 23  
MADDOCK, GEORGE DANIEL, St Albans, Herts, Jobmaster  
St Albans Pet Jan 26 Ord Jan 23  
NICKELS, ROBERT MATTHEW, Cromer, Fishmonger Norwich  
Pet Jan 18 Ord Jan 23  
OTTOR, FRANCIS, Sidmouth, Devon, Coal Merchant  
Exeter Pet Jan 28 Ord Jan 23  
PLATTEN, THOMAS, Wells, Norfolk, Builder Norwich Pet  
Jan 30 Ord Jan 30  
POPE, FREDERICK, Bush Lane House, Cannon st High  
Court Pet March 14 Ord Jan 23  
RHODES, ROBERT, and HARRY CROFT RHODES, Ackworth  
Moor Top, nr Pontefract, Stone Merchants Wakefield  
Pet Jan 26 Ord Jan 23  
ROWE, ALBERT GORDON, Market Lavington, Wilts, Hay  
Dealer Bath Pet Jan 23 Ord Jan 23  
SMITH, ERNEST, Coventry, Draper Coventry Pet Jan 28  
Ord Jan 23  
STANLEY, WILLIAM HENRY, Longton, Staffs, Grocer Stoke  
upon Trent Pet Jan 30 Ord Jan 30  
TOLSON, TOM, Meadow Fields, Dewsbury, Rag Merchant  
Dewsbury Pet Jan 30 Ord Jan 30  
VARELY, WILLIAM, Guiseley, Yorks, Horse Dealer Leeds  
Pet Jan 28 Ord Jan 23  
WADE, ELLER, Leeds, Baker Leeds Pet Jan 29 Ord  
Jan 29  
WARDER, ARTHUR WILLIAM, Sotterley, Suffolk, Innkeeper  
St Yarmouth Pet Jan 23 Ord Jan 23  
WELCH, FREDERICK, Higher Broughton, Salford, Lanes,  
Contractor Salford Pet Jan 28 Ord Jan 29  
WHEAT, HUGO PATRICK, Madison House Chambers High  
Court Pet Nov 12 Ord Jan 24  
WILLMOTT, OLIVER, Wolverhampton, Assistant School-  
master Wolverhampton Pet Jan 30 Ord Jan 30  
YEMANS, ALFRED ERNEST, Devonport, Club Steward  
Plymouth Pet Jan 30 Ord Jan 30

ADJUDICATION ANNULLED AND RECEIVING  
ORDER RESCINDED

MAYNARD, WILLIAM SAMUEL, New Kent rd, Refreshment  
House Keeper High Court Rec Ord Nov 17, 1905  
Adjud Nov 17, 1906 Resc and Annul Jan 30

London Gazette, TUESDAY, Feb. 5.

RECEIVING ORDERS.

BREWER, JOHN CHRISTOPHER, Lincoln, Cabinet Maker Lin-  
coln Pet Jan 31 Ord Jan 31  
BULLARD, CHARLES ROBERT, St Ives, Hunts, Oiler Grower  
Peterborough Pet Jan 21 Ord Feb 2  
COOPER, ROBERT CHARLES ORLANDO, West Southbourne,  
Architect Poole Pet Jan 31 Ord Jan 31  
DASHWOOD, CHRISTIAN, Richmond gdns, Shepherd's Bush,  
Solicitor High Court Pet Feb 1 Ord Feb 1  
EVISON, ROBERT HENRY, Blackburn, Grocer Blackburn  
Pet Jan 31 Ord Jan 31  
GARNER, GEORGE, Leeds, Tailor Leeds Pet Jan 30 Ord  
Jan 30  
GRAY, DAVID, Goldhawk rd, Shepherd's Bush, Credit  
Draper High Court Pet Jan 11 Ord Feb 1  
GUNN, WILLIAM, Abbey rd, St John's Wood, Financier  
High Court Pet Nov 2 Ord Jan 11  
REPLISTON, ERNEST, Gainsborough, Confectioner's  
Assistant Lincoln Pet Feb 1 Ord Feb 1

HOLBROOK & SON, T, St Martin's st, St Martin's la, Builders  
High Court Pet Dec 10 Ord Feb 1  
JELLICOE, G T, Queen Victoria st, Colonial Agent High  
Court Pet May 6 Ord Jan 23  
LAYZELL, EPHRAIM JOHN, North Stifford, Essex, Market  
Gardener Chelmsford Pet Jan 25 Ord Jan 31  
MACADAM, J N, Queen Victoria st Business Agent High  
Court Pet May 26 Ord Jan 23  
MOORE, ARTHUR JAMES FRANKLAND, Worthing, Tailor  
Brighton Pet Jan 31 Ord Jan 31  
MORTWOOD, ERNEST HENRY, Bramley, Leeds, Market  
Gardener Leeds Pet Jan 30 Ord Jan 30  
NEAT, JAMES FRANK, Brynmawr, Brecon, Outfitter  
Tredegar Pet Jan 17 Ord Feb 2  
PAGE, EDWARD ALBERT, Ironmonger row, St Luke's,  
Builder High Court Pet Jan 31 Ord Jan 31  
RIGBY, ROBERT JOHN, Leigh, Lanes, Clogger Bolton Pet  
Jan 31 Ord Jan 31  
ROBERTSON, EDWARD ARTHUR, Epsom Croydon Pet Nov  
14 Ord Jan 16  
SELICK, GEORGE MONTAGUE, Forest Gate, Manufacturer  
of Electrical Accessories High Court Pet Jan 31 Ord  
Jan 31  
SPECTERMAN, SIMON, Commercial rd East, Grocer High  
Court Pet Sept 30 Ord Jan 31  
TAYLOR, JOSEPH, Spetchmoor, Durham, Tailor Durham  
Pet Feb 1 Ord Feb 1  
TOBERNINE, SMITH, London wall High Court Pet Nov  
9 Ord Dec 3  
TONKS, WILLIAM WALTER, Smithwick, Staffs West  
Bromwich Pet Feb 2 Ord Feb 2  
TURNELL, JAMES, Savile Town, nr Dewsbury, Fruiterer  
Dewsbury Pet Jan 31 Ord Jan 31  
WEBSTER, SAMUEL, Hellingdon, Northampton, Farmer  
Northampton Pet Feb 1 Ord Feb 1  
WILLIS, HENRY FREDERICK, Pershore, Worcester, Butcher  
Worcester Pet Jan 30 Ord Jan 30  
WOODTAT, ALFRED EDWARD, Bromyard, Hereford,  
Saddler Worcester Pet Jan 30 Ord Jan 30  
YOUNG, GEORGE WALTER, Stevenage, Herts, Builder  
Luton Pet Feb 1 Ord Feb 1

FIRST MEETINGS.

ARMITAGE, DAVID, Warrington, Grocer Feb 13 at 3 Off  
Rec, Byrom st, Manchester  
ASHTON, ARTHUR LOUISA, Weston super Mare, Boarding  
House Keeper Feb 13 at 12.30 Off Rec, 26, Baldwin  
st, Bristol  
BART, WALTER JOHN CRAWFORD, Carrington, Nottingham,  
Baker Feb 13 at 11 Off Rec, 4, Castle pl, Park st,  
Nottingham  
BERRY, JAMES, jun, Landport, Hants, Auctioneer Feb 14  
at 12 Off Rec, 33, Victoria st, Liverpool  
BROWN, CHARLES, Linnington, nr Rotherham, Yorks,  
Builder Feb 13 at 11 Off Rec, Fyffree ln, Sheffield  
BURROWS, JOHN ERNEST, Pudsey, Yorks, Confectioner Feb  
13 at 3 Off Rec, 29, Manor row, Bradford  
CAMPHON, JAMES GARRATT, Kettering, Northampton, Lift  
Manufacturer Feb 13 at 10.30 Off Rec, Bridge st,  
Northampton  
CLEMENTS, GEORGE WILLIAM, Loughborough, Engineer  
Feb 13 at 12 Off Rec, 1, Berridge st, Leicester  
COOPER, ROBERT CHARLES ORLANDO, West Southbourne,  
Bournemouth, Architect Feb 14 at 3.30 Messrs Curtis  
& Son, 158, Old Churchchurch rd, Bournemouth  
CROSSLEY, JOSEPH, and ARTHUR CROSSLEY, Burnley, Fruit  
Merchants Feb 14 at 11.30 Off Rec, 14, Chapel st,  
Bristol  
CURRIE, JOHN FREDERICK, Southampton, Paper Merchant  
Feb 14 at 10.30 Off Rec, Midland Bank Chambers, High  
st, Southampton  
DASHWOOD, CHRISTIAN, Richmond gdns, Shepherd's Bush,  
Solicitor Feb 15 at 12 Bankruptcy bldgs  
Carey st  
EDGINGTON HENRY, Reading, Dairyman Feb 14 at 12.30  
Queen's Hotel, Reading  
FARR, GEORGE, Flammart, Swansea, Insurance Agent Feb  
14 at 12 Off Rec, 31, Alexandra rd, Swansea  
FUGG, WALTER THOMAS, High st, Putney, Chemist Feb 13  
at 11.30 133, York rd, Westminster Bridge  
GARNER, GEORGE, Leeds, Journeyman Tailor Feb 13 at 12  
Off Rec, 24, Park row, Leeds  
GRAY, DAVID, Goldhawk rd, Shepherd's Bush, Credit Draper  
Feb 14 at 2.30 Bankruptcy bldgs, Carey st  
GRAY, WILLIAM HENRY, Kingston upon Hull, Corn  
Merchant Feb 13 at 11 Off Rec, Trinity House ln,  
Hull  
JONES, JAMES WILLIAM KNOTT, Caerphilly, Glam,  
Outfitter Feb 13 at 11 Post Office Chambers, Pontypridd  
LATHON, HUTCHINSON WILLIAM LATHON BROWN, Dun-  
stable, Solicitor Feb 21 at 10.45 Court house,  
Luton  
MERCHANT, JOHN, Merion rd, Wimbeldon, Company  
Director Feb 14 at 3 132, York rd, Westminster  
Bridge  
MORWOOD, ERNEST HENRY, Hough End, Bramley, Leeds,  
Market Garden Feb 13 at 11 Off Rec, 22, Park row,  
Leeds  
NICHOLSON, ARTHUR THOMAS, Eastcliff Home Bay, Kent,  
Schoolmaster Feb 14 at 9 Off Rec, 68a, Castle st,  
Canterbury  
NUTT, EDWIN, Louth, Baker Feb 13 at 11 Off Rec, 86  
Mary's Church, Gt Grimsby  
OWEN, WILLIAM, Llanspellyn, Conway, Caravan Feb 13  
at 11.30 Crypt Chambers, Eastgate row, Chester  
PAGE, EDWARD ALBERT, Ironmonger row, St Luke's,  
Builder Feb 13 at 11 Bankruptcy bldgs, Carey st  
RIGBY, JOHN ROBERT, Leigh, Lanes, Clogger Feb 14 at 3  
19, Exchange st Bolton  
RILEY, JAMES EDWARD, Chester Feb 14 at 12 Crypt  
Chambers, Eastgate row, Chester  
ROBERTS, EDWIN, Plasnewydd, nr Rhuish, Denb'gh,  
Farmer Feb 13 at 12 Crypt Chambers, Eastgate row,  
Chester  
ROBINSON, JOHN THOMAS, Oakmere, nr Northwich, Chester,  
Farmer Feb 14 at 2.30 Royal Hotel, Crewe  
ROWE, ALBERT GORDON, Market Lavington, Wilts, Hay  
Dealer Feb 13 at 12 Off Rec, 26, Baldwin st, Bristol  
SCHNEIDBRAN, LEON, Bristol, China Dealer Feb 13 at  
12.45 Off Rec, 26, Baldwin st, Bristol

SEVTON, DAVID, Sherard's Green, nr Malvern, Worcester,  
Firemonger Feb 13 at 11.30 Off Rec, Copenhagen st,  
Worcester  
SELICK, GEORGE MONTAGUE, Forest Gate, Essex, Manu-  
facturer of Electrical Accessories Feb 13 at 12 Bank-  
ruptcy bldgs, Carey st  
SLAETH, JOHN, Small Heath, Birmingham, Tinsmith  
Feb 13 at 11.30 101, Corporation st, Birmingham  
SMITH, EDWARD SYMONS, Cheltenham, Dealer Feb 21 at  
11.15 County Court bldgs, Cheltenham  
SOUTHGATE, JOHN HENRY, Gt Yarmouth, Licensed Vic-  
tualler Feb 16 at 3.30 Off Rec, 8, King st, Norwich  
SPALDING, JAMES STEPHEN, Gt Grimsby, Builder Feb 13  
at 11.30 Off Rec, St Mary's Church, Gt Grimsby  
SPECTERMAN, SIMON, Commercial rd, Grocer Feb 14 at 12  
Bankruptcy bldgs, Carey st  
SYMONS, WILLIAM JOHN, Southville, Bristol, Butcher  
Feb 13 at 12.15 Off Rec, 26, Baldwin st, Bristol  
TOLSON, TOM, Dewsbury, Rag Merchant Feb 13 at 10.30  
Off Rec, Bank Chambers, Corporation st, Dewsbury  
TURNELL, JAMES, Savile Town, nr Dewsbury, Fruiterer  
Feb 13 at 15 Off Rec, Bank Chambers, Corporation st,  
Dewsbury  
WELCH, FREDERICK, Higher Broughton, Salford, Lanes,  
Contractor Feb 13 at 2.30 Off Rec, Byrom st, Man-  
chester  
WILLIAMS, FRANK ERNEST, Birmingham, Electrical Engineer  
Feb 15 at 11.30 191, Corporation st, Birmingham  
WILLIAMS, JOSEPH, Portmadoc, Grocer Feb 13 at 12.30  
Crypt Chambers, Eastgate row, Chester  
WILLIS, HENRY FREDERICK, Pershore, Worcester, Butcher  
Feb 13 at 11 Off Rec, Copenhagen st, Worcester  
WOODTAT, ALFRED EDWARD, Bromyard, Hereford, Saddler  
Feb 13 at 2 Off Rec, Copenhagen st, Worcester  
YEMANS, ALFRED ERNEST, Devonport, Club Steward Feb  
15 at 11 Off Rec, 6, Atholmore ter, Plymouth  
Amended notice substituted for that published in the  
London Gazette of Feb 1:  
LYONS, ELIZABETH, Penkridge, Staffs, Grocer Feb 11 at 11  
Swan Hotel, Stafford

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